SUPREME COURT OF THE UNITED STATES.

No. 369.

THE BRIG DASHING WAVE AND CARGO, JOHN RIVES ET AL., CLAIMANTS AND APPELLANTS,

VS.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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1 *Motion to allow captain to inspect vessel and order.—From minutes of March 3d, 1865.*

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

On motion of Edward Briggs, proctor for claimants, it is ordered that the marshal allow the master of said brig Dashing Wave to inspect the condition of the cargo, and for that purpose to open the hatches, said inspection to be made under the supervision of said marshal.

Report of prize commissioners.—Filed April 24th, 1865.

U. S. PRIZE COMMISSIONERS' OFFICE,
Custom-House, New Orleans, April 24th, 1865.

To the Hon. E. H. Durell, judge of the district court of the U. S., eastern district of Louisiana:

2 SIR: I would respectfully call your attention to the prize brig Dashing Wave and cargo She was captured on the 5th of November, 1863; decree of restitution, June 16th, 1864; petition of appeal, July 1st; order allowing appeal to Supreme Court, July 2d; order allowing F. De Lizardi & Co. to bond part of cargo claimed by them, consisting of $60,000 in gold, July 2d; order allowing Droegs, Oetling & Co. to bond part of cargo claimed by them, July 8th. But in neither case have these claimants availed themselves of the order. The prize still has all her cargo on board, except the specie, which I believe is deposited in the Southern Bank of this city. The cargo is assorted merchandise, and, with the vessel, after lying eighteen months at the levee, are in a most ruinous condition. The propriety of ordering an immediate sale is respectfully submitted to the hon. court.

Respectfully.

P. B. THORPE, *U. S. Prize Com'r.*

3 *Order of sale of vessel and cargo.—April 24th, 1865.*

District court of the United States of America for the eastern district of Louisiana, holding sessions in the city of New Orleans.—February term, A. D. 1865.

NEW ORLEANS, *Monday, the 24th day of April*, A. D. 1865.

Court met pursuant to adjournment; present, the honorable Edward H. Durell, judge.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

The court considering the report of the prize commissioners, it is ordered that the brig Dashing Wave, her tackle, apparel, and cargo, including the gold seized on board the vessel, be sold by the mar-

shal, after a full compliance with the requisites of the law, the proceeds of the sale to be deposited as the law directs, and held subject to the further orders of the court.

True copy from the minutes.

[SEAL.] W. S. BENEDICT, *D'y Clerk.*

4 *United States marshal's return.—Filed June 28th,* 1865.

Received April 25th, 1865, and pursuant to the order hereto annexed, I offered for sale a portion of the cargo of the abovenamed brig, consisting of iron and machinery, for sale to the highest bidder for cash, after having advertised the sale of said vessel and cargo full ten days in the True Delta and Picayune, two daily newspapers printed and published in New Orleans, and having fulfilled all the previous legal requisites, on Friday, the 19th day of May, 1865, at the Merchants' press, yard No. 5, corner of South Market and Front Levee streets; and also on the same day at 12 o'clock m., at the U. S. marshal's warehouse, 29 Front Levee, near Custom-house street, the brig Dashing Wave, her tackle, apparel, and furniture, 11,953 British sovereigns, and another portion of her cargo. I then by proclamation adjourned said sale until Thursday, May 25th, 1865, at the last abovenamed time and place. After having advertised said adjourned sale three times in the True Delta and Picayune as aforesaid, I offered another and second portion of the cargo of said brig for sale for cash to the highest bidder, and I then again, by proclamation, adjourned said sale until Monday, the 29th day of May, 1865, at 10 o'clock, a. m., at the U. S. marshal's warehouse as aforesaid; when, after
5 having advertised said adjourned sale, as the final and last sale of said cargo, in the True Delta, and by due notices published in the Times and Picayune, in all of which aforementioned advertisements, the day, hour, and place, as well as the terms of said sale were fully set forth, as well as by the U. S. prize auctioneer at the day and hour of each sale, at which said sales the said brig, cargo, and gold were sold to the highest bidder for cash as appears from the proces verbal of G. A. Hall, U. S. prize auctioneer, hereto annexed.

Whereby the gross sales amounted to the sum of two hundred and fifty-one thousand six hundred and sixty-two dollars and fifty-eight cents, ($251,662 58) which, in obedience to the within order, I hold subject to the order of this honorable court.

New Orleans, June 29th, 1865.

A. BAUDOUIN, *Chief Dep'y.*

Proces verbal, 1st sale.

I, G. A. Hall, U. S. prize auctioneer, do hereby certify that, under and by virtue of an order of this honorable court, the United
6 States district court, eastern district of Louisiana, as directed to the U. S. marshal for the district aforesaid, in suit by the United States *vs.* The Brig "Dashing Wave," her tackle, apparel, &c., and cargo, suit No. 7775 of the docket of said court—

I offered part of the said cargo, consisting of the "machinery and iron," on Friday, the 19th day of May, 1865, at 10 o'clock a. m., at the Merchants' press, corner of South Market and Front Levee streets; and the same day I offered another part of the said cargo, consisting of the "British gold," "copper dross," "coal," and also the "vessel," at 12 o'clock, at the United States marshal's warehouse, No. 29 Front Levee street, at which sales the same were sold for cash, at the prices, to the purchasers, and in the lots as hereinafter set forth, to wit:

Purchasers.	Amount.
A. F. Cochrane, the brig Dashing Wave, her tackle, &c., and copper dross	$11,800 00
J. Macheca, British flag	10 00
A. F. Cochrane, one medicine chest	12 00
M. Judson, 11,953 sovereigns, $5 91½	70,672 11
Avendano Bro's, lot of flat iron, w'g 22,160 lbs., at 3¼c.	720 20
Avendano Bro's, lot of flat iron, w'g 14,085 lbs., at 4⅛c.	581 01
D. McCan, lot of round iron, w'g 30,760 lbs., at 6c.	1,845 60
7 D. McCan, lot of round iron, w'g 3,048 lbs., at 5¾c.	175 08
D. McCan, lot of square iron, w'g 4,320 lbs., at 5¼c.	210 80
Avendano Bro's, five cases of steel, w'g 1,240 lbs., at 17c.	226 80
Avendano Bro's, 131 pieces machinery, marked "V. G."	1,625 00
Stephenson, one cannon	6 00
Stephenson, 23 tons coal, at $5 50	126 50
	88,011 10

G. A. HALL, *U. S. Prize Auct'r.*

To Hon. CUTHBERT BULLITT, *U. S. Marshal.*

Proces verbal, 2d sale.

I, G. A. Hall, U. S. prize auctioneer, do hereby certify that under and by virtue of a writ of venditioni exponas of the hon. district court of the United States, eastern district of Louisiana, as directed to the U. S. marshal for the district aforesaid, in suit by the United States *vs.* The Schooner Dashing , her tackle, &c., and cargo, No. 7775 of the docket of said court—

I offered a part of the cargo of the brig Dashing Wave for sale at public auction, on Thursday, May 25th, 1865, at 12 o'clock a. m., at the United States marshal's warehouse, No. 29 Front Levee st., at which sale the same was sold for cash, at the prices, to the pur-
8 chasers, and in the lots as hereinafter set forth, to wit:

Purchasers	Amount.
W. J. 60–69. Blum & Frank, W. J., 5 bales blue denims, at $168 00	$840 00
R. W. Ogden, W. J. 5 bales blue denims, at $167	835 00
70–79. Godcheaux, 5 bales prints, at $405	2,025 00

W. J. Forchmayer & Haber, 5 bales prints, at $405	$2,025	00
80–89. R. W. Ogden, 20 bales prints, at $320	6,400	00
100–164, 162–169. Blum & Frank, 25 bales prints, at $222 50	5,562	52
Meyer, Weiss & Co., 5 bales prints, at $227	1,135	00
130–134. Barriere Bro's, 5 bales prints, at $220	1,100	00
135–139. R. W. Ogden, 5 bales prints, at $225	1,125	00
140–149. Godcheaux, 10 bales prints, at $220	2,200	00
150–154. Barriere Bro's, 5 bales prints, at $220	1,100	00
155–169. Meyer, Weiss & Co., 15 bales prints, at $215	3,225	00
170–179. Meyer, Weiss & Co., 5 bales hickory stripes, at $201	1,005	00
170–179. Barriere & Bro., 5 bales hickory stripes, at $201	1,005	00
180–189. Lasard & Rino, 5 bales drillings, at $295	1,475	00
185–235. R. W. Ogden, 10 bales bleached cottons, at $175	1,750	00
185–235. R. W. Ogden, 40 bales bleached cottons, at $165	6,600	00
235–343. Blum & Frank, 3 bales ass't'd hdk'fs, at $230	690	00
Barriere & Bro., 3 bales ass't'd hdk'fs, at $135	405	00
Samuels, 3 bales ass't'd hdk'fs, at $135	405	00
244, 245. Wallace & Co., 1 fig. Turkey red	310	00
246, 247. Godcheaux, 1 fig. Turkey red	315	00
246, 247. Meyer, Weiss & Co., 2 boxes bleached damask, at $420	840	00
248, 249. Wallace & Co., 2 boxes Turkey red, at $210	420	00
250–255. Beers, 2 boxes hdk'fs, at $160	320	00
R. W. Ogden, 2 boxes hdk'fs, at $130	260	00
W. J.—J. Levy, 2 boxes hdk'fs, $130	260	00
W. J. 256-265. Beers, 10 plaid hdk'fs, $185	1,850	00
W. J. 266. Barriere & Bro., 1 box col. mohair	120	00
267. Wyman, 1 box Union cloth	980	00
268. Z. Braum, 1 bale petershams	480	00
269. Barriere & Bro's, 1 bale reps and alpaca	355	00
273, 274. Beers, 2 bales cotton diapers, $180	360	00
275, 276. Beers, 2 bales bleached towels, $260	520	00
277. Letchford, 1 bale unbleached towels	385	00
279. Barriere & Bro's, 1 bale linen sheeting	740	00
280. Wallace & Co., 1 bale linen sheeting	225	00
281, 282. Forch. & Haber, 2 bales col. silesia, $175	350	00
283–330. J. Moses, 48 bales imperials, $150	7,200	00
331–335. B. O. Meridity, 5 bales cotton thread, $50	250	00
336–387. Churchill, 5 bales imperials, $160	800	00
Wallace & Co., 10 bales imperials, $165	1,650	00
Wallace & Co., 5 bales imperials, $165	825	00

Wyman, 32 bales imperials, $160	$5,120 00
W. J. 388. Forch. & Haber, 1 box col'd cambric	170 00
	66,012 50

G. A. HALL, *U. S. Prize Auct'r.*

To Hon. CUTHBERT BULLITT, *U. S. Marshal, E. D. La.*

N. O., May 25th, 1865.

10 *Proces verbal, 3d sale.*

I, G. A. Hall, U. S. prize auctioneer, do hereby certify that under and by virtue of an order of the hon. district court of the United States, eastern district of La., as directed to the United States marshal for the district aforesaid, in suit by the United States *vs.* The Brig Dashing Wave, her tackle, &c., and cargo, suit No. 7775 of the docket of said court—

I offered a part of the said cargo for sale at public auction on Monday, the 29th day of May, 1865, at 10 o'clock a. m., at the United States marshal's warehouse, No. 29 Front Levee st., at which sale the same was sold for cash, at the prices, to the purchasers, and in the lots as hereinafter set forth, to wit:

Purchasers.	Amount.
W. J. 389. Meyer, Weis & Co., 1 bale Union cloth	$250 00
390–409. Meyer, Weis & Co., 20 bales cottonades, at $240	4,800 00
410–414. Danziger, 5 bales blankets, $175	875 00
Swinson, 1 box needles	300 00
[M. H.] 1. Danziger, 50 coils rope, w'g 6,639, at 16 c	1,062 24
K. 1–50. Witherell, 50 coils rope, w'g 4,713, at 16¼ c	765 86
H.] 15. Barriere & Bro., 1 box linen diapers	804 00
For'd	8,857 10
11 For'd 8,857 10	
[H.] 16. Barriere & Bro., 1 box shirting, colored	435 00
[H.] 17. Barriere & Bro., 1 box linen sheeting	510 00
18–19. Meyer, Weis & Co., 2 boxes hdk'fs, $440	880 00
20–22. Meyer, Weis & Co., 1 box hdk'fs	715 00
Barriere & Bro., 2 boxes towels, $305	610 00
[H.] 23–20. Van Benthuysen, 6 boxes shirts, $500	3,000 00
Van Benthuysen, 1 box towels	200 00
[H.] 30. Weis & Co., 1 box fancy drillings	365 00
W. C.—H. 1. Stark, Stauffer & Co., 1 moulding machine	50 00
2. Stark, Stauffer & Co., 1 stretching machine	5 00
3. Beers, 1 box fine cutlery	736 50
G. 1–6, 1–18, 1–18. Letchford, 42 boxes card clothing and tacks, $53,75	2,257 50
S. & P.—H. 1–48. Swinson, 47 6/4 bales shirtings, $150	7,150 00
51–71. Danziger, 20 bales prints, $280	5,600 00

S. & P. H.—73–79. Barriere & Bro., 7 bales thread, $170		$1,190 00
81–82. Forch. & Haber, 2 boxes pongee hdk'fs, $915		1,830 00
83. Barriere & Bro., 1 box pongee hdk'fs		445 00
84–94. Danziger, 11 bales calico robes, $85		935 00
95. Beard, 1 bale muslin-de-laine		265 00
100–103. Weis & Co., 4 bales muslin-de-laines, $380		1,520 00
R. & S.—H. 96–98. Danziger, 3 bales plaid flannels, $385		1,455 00
D. O.—M. 5. Weis & Co., 10 bales spool thread, $138		1,380 00
2–3. Weis & Co., 14 bales shirting, $155		2,170 00
8–17. Van Benthuysen, 8 bales cotton tick, $110		880 00
18–27, 73–82. Godcheaux, 17 bales prints, $255		4,335 00
Am't forward		47,476 10
12 Amount forward	47,476 10	
D. O.—M. 28–72. Danziger, 43 bales prints, $265		11,395 00
Heartt, 1 case sherry		5 00
Swinson, 10 cases brandy, $18		180 00
Weis & Co., 1 case sweet oil		5 00
Weis & Co., 8 bbls. ale		120 00
Weis & Co., 1 bbl. pickles		18 00
Swain, 3 boxes sardines, $26		78 00
Swain, 3 boxes Scotch whiskey, $12 50		37 50
Swinson, 5 boxes gin, $12		60 00
Swinson, 5 boxes gin, $10		50 00
Swinson, 5 boxes gin, $9 50		47 50
Swinson, 43 boxes gin, $8 50		365 50
Heartt, 20 boxes gin, $9		180 00
Brinkman, 5 boxes gin, $8 75		43 75
Eagan, 10 boxes gin, $8 75		87 50
Baker, 3 bbls. bread, $6 25		24 75
Opedwyer, 4 bbls. flour, $5 50		22 00
Weis & Co., 7 bbls. beef and pork, $14 50		101 50
Baker, 1 keg rum and 1 keg vinegar		19 50
D. O. M. 83–92. Weis & Co., 10 bales prints, at $290		2,900 00
93–102. Danziger, 9 bales prints, $270		2,430 00
103–117. Barriere & Bro., 13 bales prints, $290		3,770 00
7. Beers, 20 bales sheeting, $95		1,900 00
[K] 1–4. Swinson, 4 boxes thread, $135		540 00
5–9. Letchford, 5 boxes hank thread, $165		825 00
Am't forward		72,681 60
13 Amount forward	72,681 60	
10–18. Swinson, 9 bales brown domestics, at $241		2,169 00
19–22. Meyer, Weis & Co., 4 bales regatta stripes, at $225		900 00
23–29. S. Weil, 7 boxes buttons, at $130		910 00
32–34. Barriere & Bro., 3 bales shirtings at $315		945 00

35–36. Weis & Co., 2 bales thread and webbing, at $100		$200 00
37. Beers, 1 bale cotton h'dk'fs		265 00
[D. W.] 1. Kalur & Herman, 1 bale hairp ins, needles, &c		250 00
2. Godcheaux, 1 bale hair pins, needles, &c		130 00
3. Swinson, 1 bale hair pins, needles, &c		320 00
S. & D.—M. 31. Lynch, 1 cask hardware		835 00
L. 1–65. Swinson, 35 coils rope, w'g 3,750, at 13¾ c		515 61
Z.—D. 426. Weis & Co, 1 box samples		66 00
L. O.—I. Y. 219–318. Tibleaux, 10 bales cottons, at 145		1,450 00
Witherell, 10 bales cottons, at 150		1,500 00
Hermann, 5 bales cottons, at 148		740 00
S. Loeb, 5 bales cottons, at 145		725 00
Witherell, 5 bales cottons, at 145		730 00
Witherell, 5 bales cottons, at 146		725 00
Godcheaux, 15 bales cottons, at 145		2,175 00
J. Moses, 31 bales cottons, at 145		5,945 00
3382–3385. Weis & Co., 4 boxes shawls, at 320		1,280 00
E. D. O. 71–89. Weis & Co., 17 bales flannel druggets, at 126		2,142 00
[K. R.] 1. Swinson, 1 box rhubarb		123 00
2. Swinson, 1 box Dover's powders		119 00
3. Frederickson, 1 keg citric acid		105 00
Amount forward		97,946 21
14 Amount forward	97,946 21	
[K. R.] 4–8. Marsden, 5 boxes quinine, at 251		1,255 00
9. Swinson, 1 box opium		475 00
10–14. Rodd & Co., 5 boxes magnesia, at 25		125 00
15–20. Marsden, 6 boxes castor oil, at 8		48 00
12. Frederickson, 1 box blue pills		42 00
22. Frederickson, 1 box calomel		67 00
23. Swinson, 1 box chloroform		79 00
24–25. Marsden, 2 boxes camphor, at $115		230 00
Baker, 1 lot samples		5 00
		100,272 21
Allowance to Theo. Danziger for damage and short goods, with consent of the United States marshal, Cuthbert Bullitt, esq., at the request of said T. Danziger	$2,295 00	
The above applies to Barriere & Bro. also	305 60	
The above applies to J. Moses also	32 63	
		2,633 23
Gross proceeds		97,638 98

G. A. HALL, *U. S. Prize Auct'r.*

To CUTHBERT BULLITT, Esq.,
U. S. Marshal, &c.

15 *Rule to show cause why sale of the gold should take place.—From minutes of April 26th, 1865.*

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

On motion of P. H. Morgan, proctor for F. De Lizardi & Co., and on suggesting to the court that by final judgment rendered by this honorable court on the 16th day of June, 1864, it was decreed that the twelve thousand pounds sterling, forming a portion of the cargo of said brig and libelled herein, was the property of said F. De Lizardi & Co., and was by said judgment ordered to be returned to them, from which judgment an appeal has been taken to the Supreme Court of the United States, returnable on *on* the first Monday of December, 1864; and on further suggesting to the court that the said brig Dashing Wave, her cargo, and apparel, including the twelve thousand pounds sterling, has been ordered to be sold by this honorable court on Wednesday, the 10th day of May next, at 12 o'clock, and has been advertised accordingly;

And on further suggesting that the said gold is neither expensive to keep or perishable in nature and that no good reason ex-
16 ists why the sale thereof should be made—

It is now ordered by the court that Rufus Waples, U. S. att'y, and Cuthbert Bullitt, U. S. marshal, do show cause on Friday, 28th inst., at 11 a. m., why the order of sale aforesaid should not be rescinded.

Order to deliver effects to captain.—From minutes of April 27th, 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

On motion of Edw. Briggs, proctor, and on showing that 12 cases of brandy, containing one dozen bottles, each on board said brig are the private property of John Rive, master, it is ordered that the marshal deliver the same to said Rive.

Marshal's return.

Received April 27th, 1865, and, in obedience to the within order, I delivered ten boxes of brandy to Edward Briggs, esq., proc-
17 tor for Captain Rive, who signed the receipt herein for said ten boxes, these being all which could be found on board the brig Dashing Wave.

N. O., May 3d, 1865.

C. V. WOODRUFF,
D'y U. S. Marshal.

Received from the U. S. marshal the boxes of brandy, being, as he saith, all of said brandy which could be found on board brig Dashing Wave.

N. O., May 3d, 1865.

EDW. BRIGGS, *Proctor.*

Order, rule discharged.—From minutes of April 28th, 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

The rule taken by F. De Lizardi & Co. on 26th inst. was called up—P. H. Morgan for plaintiff in rule, R. Waples for defendants in rule—when, after hearing argument, for the reasons orally assigned by the court, ordered that the same be discharged with costs.

18 *Rule on Southern Bank.—From minutes of April 29th, 1865.*

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

On motion of Miles Taylor, of counsel for Cuthbert Bullitt, U. S. marshal, and on showing to the court that a writ of venditioni exponas issued from this hon. court directing the marshal to sell the brig Dashing Wave, her apparel and cargo, and a certain quantity of gold, 11,953 sovereigns; that a copy of said writ of venditioni exponas, duly certified by the clerk of said court, was exhibited to the cashier of the Southern Bank in the city of New Orleans, in which the said gold had been deposited by Alfred Shaw, late clerk of this court, together with a receipt for the said gold signed by the said marshal, to be given to the said cashier by the said marshal on his receiving the said gold, and that the said cashier of the said bank refused to deliver up the said gold to the said marshal under the authority of the said writ, unless he produced and delivered up a certain receipt signed by the said cashier at the time of receiving the said gold as a special deposit, and delivered to the said Alfred Shaw, the former clerk of the
19 court as aforesaid, which was not, and is not now, in the said marshal's possession or under his control; it is therefore ordered that the said Southern Bank of New Orleans show cause on Monday, the 1st day of May, 1865, at 11 a. m., why the said gold should not be delivered up forthwith to the said marshal under the said writ.

Order, rule discontinued.—From minutes of May 1st, 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No.

The rule taken by the U. S. marshal upon the Southern Bank came up—Miles Taylor for the marshal—when it appearing that the gold

in question has been delivered up by said bank to the marshal, on motion of the said attorney, it is ordered that the rule be discontinued.

20 *Appraisers' report.—Filed May 5th,* 1865.

N. O., *May 4th,* 1865.

We, the undersigned appraisers, inform you that the cargo of the brig Dashing Wave is only partly discharged; that the invoices have been sent to Washington; no copies. There will be over eight hundred packages of drygoods, &c., to open and assort, and wish you to defer or postpone the sale until 19th May, 1865.

Very respectfully,

H. G. HEARTT,
RICH'D SWAIN,
U. S. Prize Appraisers.

To RUFUS WAPLES, Esq., *U. S. Dis't Att'y.*

Order, sale postponed.—From minutes May 5th, 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

On motion of Rufus Waples, U. S. att'y, and on calling the attention of the court to the report of the appraisers, ordered that the sale in this case be postponed until the 19th inst., and that due notice thereof be given through the newspapers of this city.

21 *Order relating to sale.—From minutes of May 16th,* 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

On motion of Edw. Briggs, proctor for claimant, it is ordered that the marshal sell the cargo of the brig Dashing Wave, in the manner following:

1. The eleven thousand nine hundred and fifty-three sovereigns in 22 lots of 500 sovereigns each, and one lot of 953 sovereigns, with the privilege to the purchaser of the first, or any subsequent lot, at the same rate on the whole.

2. The goods, where they consist of a single package, by single packages; when of more than one, by two or more, not exceeding five packages, with the privilege of 20, or the whole, where the goods put up shall be of the same kind and quality.

3. The machinery in block.

22 *Appraisement of gold,.—Filed May 18th,* 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

We, the undersigned prize appraisers of this honorable court, duly appointed and sworn, have the honor to report that we have this day

carefully examined the cargo of the prize brig Dashing Wave, and are of opinion that the actual market value or wholesale price of the gold is this day, and we do therefore appraise the same, as follows.

The gold market this day at 12 m. is 1 25 to 1 28, fluctuating; taking the sovereigns at $4 84 U. S. currency, with the premium on gold added; the sovereigns should bring to-morrow at 12 m. $5 75 to $6 00, unless an advance or decline should take place by further advices from the north.

H. G. HEARTT.
RICH'D SWAIN,
U. S. Prize Appraisers.

23 *Appraisement of vessel.—Filed May 18th, 1865.*

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

To the honorable district court of the United States, eastern district of Louisiana:

We, the undersigned prize appraisers to this honorable court, duly appointed and sworn, have the honor to report that on the 16th day of May, 1865, we proceeded on board of the prize bark Dashing Wave, for the purpose of ascertaining her value; and, after a careful and thorough examination, find that she is about — years old; built in Isle of Jersey; her length is 116 feet 2 inches; breadth of beam, 23 feet 9 inches; depth of hold, 12 feet 4 inches; or $217\frac{99}{100}$ tons burthen.

She has a single deck, with a small break aft, an oak frame, beams, and bindings, all well bound with iron hanging, knees, and bilge straps.

Her bottom is copper fastened and sheathed with yellow metal up to ten feet, her standing rigging and head-stays are made of galvanized iron wire; she has on board two boats, five anchors, three
24 chains, two hawsers, one hoisting winch, two iron water-tanks on deck and one in the hold, two cast iron pumps, six deck buckets, one lot of cabin furniture, one camboose, and a full suit of sails at the marshal's warehouse.

And we do value and appraise the said brig Dashing Wave at the sum of twelve thousand dollars ($12,000) cash, and no more.

Given under our hands this 16th day of May, 1865.

H. G. HEARTT,
RICH'D SWAIN.
U. S. Prize Appraisers.

Appraisement of machinery.—Filed May 18th, 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

We, the undersigned prize appraisers of this honorable court, duly appointed and sworn, have the honor to report that we have this day

carefully examined the cargo of the prize brig Dashing Wave,
25 and are of opinion that the actual market value or wholesale prices of the said merchandise are this day, and we do therefore appraise the same, as follows:

Machinery to be sold at Merchant's press, at 10 a. m.:

V. G. 1–131, 131 pieces machinery, 20 13 26; V. G. 1–7, 7 cases boiler iron; V. G. 8–11, 4 kegs screws connected with machinery; V. G. 12–14, 2 cases mining machine, there being no sale, in this market, and part being deficient, we appraise at $1,200. All marked V. G. is connected with the machinery.

H. G. HEARTT,
RICH'D SWAIN,
U. S. Prize Appraisers.

Appraisement of cargo.—Filed May 19th, 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.—Appraisers' report of cargo.

N. O., *May 15th*, 1865.

We, the undersigned prize appraisers of this honorable court, duly appointed and sworn, have the honor to report that we
26 have this day carefully examined the cargo of the prize brig Dashing Wave, and are of opinion that the actual marked value of the said merchandise are this day, and we do therefore appraise the same, as follows:

D. O.—M. 5. 10 cases Alexander's spool thread, at $200,	$2,000 00
D. O.—M. 18–27. 10 bales prints, 1,000 y'ds each, at $250	2,500
D. O.—M. 73–82. 7 bales prints, 1,000 y'ds each, at $250	1,750
D. O.—M. 8–17. 8 bales ticking, 1,000 y'ds each, at $240	1,920
D. O.—M. 28–72. 43 bales prints, 1,000 y'ds each, at $400	17,200
D. O.—M. 83–92. 10 bales prints, 1,000 y'ds each, at $400	4,000
D. O.—M. 93–102. 9 bales prints, 1,000 y'ds each, at $250	2,250
D. O.—M. 103–117. 13 bales prints, 1000 y'ds each, at $250	3,250
D. O.—M. 2–3. 14 bales imperial shirting, 1,000 y'ds each, at $250	3,500
D. O.—M. 7. 20 bales Russia sheeting, 420 y'ds each, at $168	3,360
W.—J. 60–69. 10 bales denims, 800 y'ds each, at $200,	2,000
W.—J. 70–79. 10 bales prints, 1,200 y'ds each, at $360	3,600

W.—J. 80–89. 9 bales purple prints, 1,200 y'ds each, at $360 ..... $3,240
W.—J. 89–99. 11 bales purple prints, wide, 1,200 y'ds each, at $360 3,960
W.—J. 100–161. 62 bales fancy prints, wide, 1,200 y'ds each, at $360 22,320
W.—J. 162–169. 8 bales fancy prints, 1,200 y'ds each, at $360 2,880
W.—J. 170–179. 10 bales hickory stripes, 800 y'ds each, at $225 2,250
W.—J. 180–184. 5 cases linen drillings, 700 y'ds each, at $275 1,375
W.—J. 185–233. 49 bales bleached cotton, 1,000 y'ds each, at $250 12,250
W.—J. 234. 1 bale bleached cotton, 1,000 y'ds, at $250, 250
W.—J. 235. 1 case h'dk'fs, 100 doz. each, at $2 50 250
W.—J. 236, 237. 2 cases h'dk'fs, 200 doz. each, at
27 $2 50 500
W.—J. 238–241. 4 cases h'dk'fs, 400 doz., at $1 50 600
W.—J. 242, 243. 2 cases h'dk'fs, 200 doz., at $2 400
W.—J. 244, 245. 2 bales figured Turkey red, 1,000 y'ds each, at $350 700
W.—J. 246, 247. 2 cases Union damask, 700 y'ds each, at $420 840
W.—J. 248, 249. 2 bales figured Turkey red, 1,000 y'ds each, at $400 800
W.—J. 250, 251, 2 cases h'dk'fs, 100 doz. each, at $200, 400
W.—J. 252–255. 4 cases h'dk'fs, 100 doz. each, at $175, 700
W.—J. 256–265. 10 cases plaid h'dk'fs, 100 doz. each, at $250 2,500
W.—J. 266. 1 case col'd mohair, 550 y'ds, at $275 275
W.—J. 267. 1 bale Union cloth, 800 y'ds, at $500 500
W.—J. 268. 1 bale Petersham cloth, 400 y'ds, at 500 .. 500
W.—J. 269. 1 case reps and alpaca, figured, about 1,000 y'ds, at $500 500
W.—J. 273, 274. 2 cases cotton diaper, 50 pieces each, at $125 250
W.—J. 275, 276. 2 cases towels, 60 doz. each, at $135, 270
W.—J. 277. 1 case unbleached cotton Turkey towels, 50 doz. each, at $4 200
W.—J. 279. 1 case linen sheeting, 12 q'rs wide, 390 y'ds, at $1 50 580
W.—J. 280. 1 case Blay's linen, at $270 270
W.—J. 281, 282. 2 cases col'd silesia, 900 y'ds each, at $180 360
W.—J. 283–330. 48 bales imperials, 1,000 y'ds each, at $250 12,000
W.—J. 331–335. 5 cases thread, 100 doz. each, at $25, 125

W.—J. 336–348. 12 bales imperials, 1,000 y'ds each, at 250	$3,000	
W —J. 349–387. 40 bales imperials, 1,000 y'ds each, at $250	10,000	
W.—J. 388. 1 case col'd cambric, 1,000 y'ds, at $180,	180	
W.—J. 389. 1 bale Union cloth, at 420	420	
W.—J. 390–209. 20 bales cottonades, 650 y'ds each, at $130	2,600	
W.—J. 410–414. 5 bales blankets, 274 red, 173 blue, 48 white = 495 blankets, per blanket, $2 25	1,113	75
M. H. 1 case mixed hardware, needles, penholders, &c., at $400	400	
50 coils white ropes, 6,904 lbs., per pound 20 c	1.380	80
28 L. K. 50 coils mixed or manilla rope, 5,018 lbs., per pound, 20 c	1,003	60
[H.] 15 pieces damask table cloth, 35 y'ds each, at $70	1,050	
[H.] 100 doz. table napkins, per doz., $3	300	
[H.] 16. 24 pieces col'd linen sheeting, per piece $10	240	
[H.] 17. 30 pieces fancy drillings, at $6	180	
[H.] 18. 200 doz. linen plaid h'dk'fs, at $2 50	500	
[H.] 19. 200 doz. linen plaid h'dk'fs, at $2 50	500	
[H.] 20. 50 doz. towels, at $2 25	112	50
[H.] 21. 50 doz. towels, at $2 25	112	50
[H.] 22. 50 doz. towels, at $2 25	112	50
[H.] 23, 24. 20 doz. shirts each, 2 cases, at $8	320	
[H.] 26–29. 4 cases shirts, each 20 dozen, at $8	640	
[H.] 30. 30 pieces fancy drilling, 900 y'ds, at 40 c	360	
W. C.—H. 1. 1 box moulding machines	150	
W. C.—H. 2. 1 stretching machine	25	
W. C.—H. 3. 1 box cutlery, 29 doz. penknives, at $10	290	
C. 6 cases card clothing and tacks, &c., at $80	480	
A. 18 cases card clothing and tacks, at $80	1,440	
B. 18 cases card clothing and tacks, at $80	1,440	
S. & P.—H. 48 bales bleached shirting, about 1,000 y'ds, at $100	4,800	
S. & P.—H. 51–61. 11 bales shirting, 1,000 y'ds each, at $200	2,200	
S. & P.—H. 62–71. 9 bales shirting, 1,000 y'ds each, at $200	1,800	
S. & P.—H. 73–79. 7 boxes thread, 144 lbs. each, net, 1,008 lbs., at 50 c	504	
S. & P.—H. 81, 82. 2 boxes pongee h'dk's, 120 pieces each, at $360	720	
S. & P.—H. 83. 1 box pongee h'dk'fs, 60 pieces each, $180	180	
S. & P.—H. 84–91. 11 bales calico robes, 144 each, at $28 50,	316	80
S. & P.—H. 95. 1 case muslin-delaine, 450 y'ds, at 50 c.,	225	
E. D. O. 71–89. 17 bales druggets, 280 y'ds in each, at $56	952	

29 R. & S. 96–98. 3 bales printed flannels, 12 pieces in each, 1,296 y'ds, at 20 ..... $259 20
H.—K. 5–9. 5 cases hank thread, at $100 500
H.—K. 10–18. 9 bales domestics, 600 yards in each, at $90 810
H.—K. 19–22. 4 bales hickory stripes, at $125 500
H.—K. 24–26. 4 cases buttons, at $50 200
H.—K. 27–29. 3 cases buttons, at $50 150
32–34. 3 bales shirting, at $175 525
35. 1 case thread, at $150 150
36. 1 case cotton webbing, at $200 200
[D.] W. 1–3. 3 cases cont'g hair pins, needles, &c., at $150 450
S. & D. 31. 1 cask hardware, at $275 275
M.—[L.] 35 coils manilla rope, at 18 c 670 86
D. [V.] H. 1 case samples hardware, at 75
V. C., 4614–4834. 2 p'ck'es muslin, at $225 450
L. O. 96 bales bleached cotton, at $50 4,800
I. S.—C. C. 382–385. 4 cases black merino shawls, about 80 per case, at $160 640
[K.] 37. 1 case printed cotton h'dk'fs, at $200 200
[K.] 1–4. 2 cases thread, at $200 400
[K.] R. 1. 1 case rhubarb, at 3 25.
2. 1 case Dover's powders, at 3.
3. 1 case citric acid, at 1.
4–8. 5 quinine, at $2 75.
9. 1 Turkey opium, at 9.
10–14. 5 calcined magnesia, at 60 c.
15–20. 6 castor oil, 1 doz. each, at $3 60 ..... 21 60
21. 1 blue pills, at 63 c.
22. 1 calomel, at 133.
23. 1 chloroform, at 2 16.
30 24–25. 2 boxes camphor, at 95 c.
1 box samples, at 10

Merchants' press, yard No. 5:

V. G. 1–131. 131 pieces machinery. V. G. 1–7. 7 cases boiler iron. V. G. 8–11. 4 kegs hardware, screws. V. G. 12–14. 2 cases mining machines $1,200
129 bundles flat iron, at 4 c. per lb .....
111 bundles round iron, at 4 c. per lb .....
6 pieces round iron axles, at 4 c. per lb .....
10 pieces square iron, at 4 c. per lb .....
5 boxes supposed to belong to mining machine .....
12 sheets boiler iron, as 4 c. per lb .....
1 bar iron pipe, at 4 c. per lb .....
6 pieces boiler iron, at 4 c. per lb .....
6 fly-wheels, per wheel $5 30
1 gun, 1 carriage, at 15

Stores in warehouse No. 29:

95 cases Holland gin, at $6 per case	$570
11 cases brandy, at $6 per case	66
6 cases Scotch whiskey, at $8 per case	48
1 case olive oil, 3 doz., at $6 per doz	18
3 casks bread, at $5 per cask	15
7 bbls. salt meat, at $8 per bbl	56
3 kegs vinegar, at $5 per keg	15
10 bbls Scotch ale, at $10 per bbl	100
31 4 bbls flour, at $1 25	5
1 medicine chest, at $10	10
1 lot table salt, at $8	8
1 bbl. pickles, at $3	3
25 tons English coal, per ton $10	250
60 tons copper dross ballast, per ton $20	
2 flags, each $5	10

H. G. HEARTT,
RICH'D SWAIN,
U. S. Appraisers.

Order, judgment decreeing claimants to pay costs and refusal of damages.—From minutes of June 3d, 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

On the preliminary trial of this cause, considering that the position of the Dashing Wave when captured was a matter of doubt, and with a view to set this question at rest, the court al-
32 lowed the captors further proof.

The result of the whole testimony satisfied the mind of the court that the Dashing Wave was captured when anchored south of the line dividing the waters of the Rio Grande, and when, therefore, she was in neutral waters.

On that ground the court decreed her restitution, but entertaining grave doubts as to the object of her voyage—so grave, indeed, that but for this consideration, that she was captured in neutral waters, the court would have decreed her condemnation—it is now ordered and decreed that the costs and charges consequent upon the capture be paid by the claimants, and that damages be refused.

Petition of appeal.—Filed June 29th, 1865.

U. S. district court, eastern dist. of Loui'a, in prize.

UNITED STATES
vs.
BRIG DASHING WAVE, HER TACKLE, &c., and cargo. } No. 7775.

33 To the Hon. Edward H. Durell, judge of the district court of the United States, for the eastern district of Louisiana:

The petition of John Rive, F. De Lizardi & Co., and Avendano Bros., claimants herein, respecfully represents that they are aggrieved by the final decree rendered herein on the 3d day of June present, and are advised that there is error therein to their prejudice; that the amount in issue exceeds the sum of two thousand dollars.

Wherefore they pray that an appeal be allowed them therefrom to the next term of the Supreme Court of the United States, upon their giving bond and security, conditioned according to law, in such sum as the court may direct.

ED. BRIGGS, *Proctor*

34 *Motion and order for appeal.—From minutes of June 29th*, 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

On motion of Edw. Briggs, proctor for John Rive, master and claimant of vessel and cargo, and F. De Lizardi & Co., and Avendano Bros., claimants of the gold seized in this case, and on his presenting a petition praying an appeal from the decree herein rendered on the 3d of June inst. to the next term of the Supreme Court of the United States, it is ordered that the same be allowed as prayed for, returnable to said Supreme Court the first Monday of December next, upon giving bond in the sum of $250, with good and solvent security, conditioned as the law directs.

35 *Appeal bond.—Filed June 29th*, 1865.

District court of the United States, in admiralty.

UNITED STATES
vs.
BRIG DASHING WAVE, HER TACKLE, &c., and CARGO. } No. 7775.

UNITED STATES OF AMERICA, *Eastern district of Louisiana:*

Know all men by these presents that we, John Rive, F. A. De Lizardi & Co., and Avendano Bros., claimants, by Edw. Briggs, proctor as principals, and Edm. J. Forstall, as surety, are held and firmly bound unto the United States of America, in the sum of two hundred and

fifty ($250) dollars, to be paid to the said United States or assigns, for the payment of which, well and truly to be made in lawful money of the United States, we bind ourselves and each of us, our and each of our heirs, executors, administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated at New Orleans, the 29th day of June, 1865.

Whereas the abovenamed claimants have appealed to the next term of the Supreme Court of the United States from a final judgment of the district court of the United States for said district, rendered against them on the 3d day of June, 1865, in the above-entitled cause:

Now, therefore, the condition of this obligation is such that if the abovenamed appellant shall prosecute his appeal to effect, and answer all damages and costs, and satisfy whatever judgment may be rendered against him if he fails to make his appeal good, then this obligation to be void; otherwise the same shall be and remain in full force and effect.

EDWARD BRIGGS. [L. S.]
EDM. J. FORSTALL. [L. S.]

Signed, sealed, and delivered in presence of—
W. S. BENEDICT, *D'y Clerk.*

36 The solvency and sufficiency of the surety on this bond is approved and accepted.

E. H. DURELL, *Judge.*

June 29th, 1865.

37 *Three bills of G. A. Hall, prize auct'r.—Filed June 16th*, 1865.

The United States—suit No. 7775—to G. A. Hall, U. S. prize auct'r:

To commissions on sale vessel	$25 00
To commissions on sale cargo, $10,000, at 1 p. c	100 00
To commissions on sale cargo, $66,211 10, at $\frac{4}{10}$ p. c	264 84
To advertising, Times	25 20
To advertising, Delta	18 00
To advertising, Picayune	18 00
To weighing 23 tons coal, 50 c	11 50
To weighing 75,610 iron, at 75 c. p'r M	56 70
	519 24

(E. & O. E.)
N. O., May 19th, 1865.

The United States—suit No. 7775—to G. A. Hall, U. S. prize auct'r:

To commissions on sale cargo of Dashing Wave—	
$10,000, at 1 per cent	$100 00
$56,012 50, at $\frac{4}{10}$ p. c	224 05

	To advertising, Times	$9 00
	To advertising, Delta	6 75
38	To advertising, Picayune	9 00
		348 80

N. O., May 25th, 1865.

The United States—suit No. 7775—to G. A. Hall, U. S. prize auctioneer:

	To commissions on sale cargo Dashing Wave—	
	$10,000, at 1 per cent	$100 00
	$87,638 98, at $\frac{4}{10}$ p. c	350 55
	To advertising, Times	15 00
	To advertising, Delta	11 00
	To advertising, Picayune	12 00
		488 55

(E. & O. E.)

New Orleans, May 29th, 1865.

39 *Appraisers' bill.—Filed June 24th,* 1865.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

To H. G. Heartt and Rich'd Swain, U. S. prize appraisers, Dr.
For appraisement, canvassing, superintending, &c., vessel and cargo sales, $251,653 57, at 1½ per cent..... $3,774 79

Bill of James Graham, ex marshal.—Filed August 3d, 1865.

U. S. MARSHAL'S OFFICE,
New Orleans, September 2d, 1864.

District court of the United States, eastern district of Louisiana.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

40

		Fees.	Disb'm'ts.
1863.			
Nov'r 23.	Order of seizure, $2 00; att'd'g prize com'r, and expenses	$8 00	
24.	Cab hire, $6 75; boat hire, $2 25		$9 00
	Admiralty warrant and libel	4 00	
	Published monition in N. O. Times		12 00
25.	Order court to discharge specie	2 00	
	Att'dance of deputy on discharge specie	2 00	
	2 orders of court	4 00	
30.	2 summons and expenses	1 00	60

Dec.	1.	Petition and order to remove and sell	$2 00	
		Advertised sale in N. O. Times		$6 00
		6 days' extra labor		30 00
		Bill Keen & Stanley, disch'g part of cargo		17 00
		Jno. Christie, disch'g clerk		2 50
		Taking and recording inventory	7 50	
	3.	Labor on goods in warehouse		1 50
	8.	Att' d'ce at sale and delivery	2 50	
		3 proclamations at sale	90	
	9.	Storage on potatoes, onions, &c		3 50
		Quarantine fees, board of health		10 00
	16.	2 notices of trial, and notice to represent captors	6 00	
1864.				
Feb.	16.	8 notices to take testimony	4 00	
		Attendance unbending sails and expenses	3 00	2 00
March	7.	4 notices to take testimony	2 00	
	9.	4 notices of trial	8 00	
	16.	5 notices to take testimony	2 50	
	16.	1 notice app'g D. Augustin for captors	2 00	
July	2.	4 citations of appeal to Supreme Court	8 00	
	6.	Order of court to return pistol to P. Dean	2 00	
41	8.	2 copies order to app't appr's to bond	4 00	
	27.	Order of court to deliver to Captain Rive sundries	2 00	
		Chronometer at Frigerio's rating		2 50
		Commissions on sale part of cargo	2 05	
		Commissions on disbursements	16 03	
Sept.	1st.	Marshal's custody to date, inclusive		707 50
			95 48	804 10

Fees, $95 48 ; disb's'ts, $804 10.

James Graham, U. S. marshal, being duly sworn, doth depose and say that the within bill is correct and true, and that the charges were actually incurred for the purposes therein set forth.

JAMES GRAHAM.

Sworn to and subscribed before me this 27th July, 1865.

K. LOEW, *D'y Clerk.*

Approved.

E. H. DURELL, *Judge.*

Bill of Cuthbert Bullitt, U. S. marshal.—Filed August 3d, 1865.

District court of the United States, eastern district of Louisiana.

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

U. S. MARSHAL'S OFFICE,
N. O., June 20th, 1865.

1865.			
42 March	6.	Order of court for master to inspect vessel and cargo	$7 00
April	25.	Order to sell vessel and cargo and gold, and copy, $2 50; sale put in True Delta, $12	14 50
	27.	Order to deliver boxes brandy, $2; drayage, $2; att'd'ce d'y to deliver, $2 50	6 50
	29.	Rule on Southern Bank, $2; notified two prize com'rs and prize auct'r, $3	5 00
May	1.	Paid for fall rope for cargo, $4; extra adv't in True Delta and Picayune, $36	40 00
	8.	Insurance in La. Mutual Ins. Co., $100,000, 18 days, at $\frac{3}{16}$ per cent.	187 50
	17.	Bill for 1,500 catalogues, at 15 c., $225; distributing 500, $10; posters, 300, $16	251 00
	19.	attendance at sale vessel, iron, and gold	15 00
	19.	Preparing for " " " " and order delivery	15 00
	19.	Paid expenses and attendance sale of gold, carriage, and ass't'ce to deliver	10 00
	19.	Commissions on sale of vessel	29 50
	22.	Paid labor on sails, iron, &c., being that part cargo in Merchants' press	41 25
	22.	Bill drayage on sails to Merchants' press	15 00
	22.	Bill storage on iron, &c., in Merchants' press	147 50
	24.	Insurance renewed at La. Mutual Ins. Co., 15 days, at $\frac{3}{16}$, on $100,000	187 50
	27	Notice of continuation of sale in True Delta	6 00
	27.	Bill of discharging clerk, 6 days, $30; watchman, 35 nights, at $2 50	117 50
	27.	Bill of E. Rots, services arrange for sale and deliver	12 50
	27.	Preparing for sale cargo, 10 days	50 00
	27.	Commission on sale cargo, $\frac{1}{2}$ per cent. on $239,862 58	1,199 31
	27.	Recording proces verbal, $1; recording appr't, $1; 3 proc., 90 c.	2 90
	27.	Storage on cargo, 1,400 pkges, 2 mos., at 20 c., $560; storage on sails, 7 months, $70	630 00
	27.	Paid for labor on cargo, to receive, prepare for sale, and delivery, 1,400 pkges, 20 c.	280 00

May	27.	Custody of cargo, one month	$75 00
	27.	Jas. Murphy's bill for hauling entire cargo	597 50
	27.	Keen & Stanley bill for disch'g cargo	463 50
	27.	Marshal's custody of vessel from Sept. 2 to May 20, '65, 261 days, at $2 50	652 50
	27.	Commission on disbursements, $60 05; return on vend. exp's, $1	61 05
43	27.	Services of extra clerks to arrange and prepare for sale	250 00
		Total costs and charges	$5,370 01

Cuthbert Bullitt, U. S. marshal, being duly sworn, doth depose and say that the foregoing bill is just and true, and that the charges therein were actually incurred for the purposes set forth.

CUTHBERT BULLITT, *U. S. Marshal.*

Sworn to and subscribed before me this 14th day of July, A. D. 1865.

W. S. BENEDICT, *D'y Clerk.*

Approved. E. H. DURELL, *Judge.*

44 *Taxation of costs.—From minutes of Aug. 3d, 1865.*

UNITED STATES
vs.
BRIG DASHING WAVE and CARGO. } No. 7775.

Ordered that the costs, charges, and disbursements in this case be taxed, allowed, and paid as follows, viz:

District attorney, ½ per cent	$1,250 00
Clerk	281 65
" add'l	25 00
J. Graham, ex marshal	899 58
C. Bullitt, marshal	5,370 01
Appraisers, 1 per cent	2,516 62
Prize commissioners	400 00
Auctioneer, sale vessel and cargo	1,356 59
Harbor master	9 44
Auct'r for sale 1863	9 05
Appraisers on same	2 21
Registrar, 1 per cent. on $205	2 05
	12,122 20

45 District court of the United States, eastern district of Louisiana.

I certify that the foregoing 44 pages, together with the transcript of apreal in this case already on file in the Supreme Court of the United States, do contain and form a correct and complete transcript of the original record in the case of the United States *vs.* The Brig Dashing Wave and cargo, No. 7775 of the docket.

In testimony whereof, I hereto set my hand and the seal of our court, at New Orleans, this 10th day of August, A. D. 1865, and the 90th year of the American independence.

K. LOEW, *D'y Cl'k.*

46 It is agreed that the record shall go up in this form, and that the transcript heretofore forwarded shall be considered as a part of it, the object of this agreement being merely to save the labor and cost of recopying it.

RUFUS WAPLES, *U. S. Att'y.*
EDWARD BRIGGS, *for Claimants.*

Filed January 16, 1866.

D. [Z. I.] H. 426.

1 case patterns of hardware
Freight, 10s. 6d. in full.

Goods to be taken from alongside ship's tackle outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £5 per day demurrage.

Freight to be paid at port of discharge, in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

Shipped in good order and condition by Wm. Griffiths & Co., agents, in and upon the good ship or vessel called the Dashing Wave, whereof Rives is master for the present voyage, and now lying in the port of Liverpool, and bound for Matamoras, one case patterns hardware, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and navigation of whatsoever nature or kind excepted,) unto Messrs. Burchardt & Co., successors, or to their assigns, he or they paying freight for the said goods at the rate of as in margin, with 10 per cent. primage and average accustomed.

In witness whereof the master of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 27th day of July, 1863.

JOHN RIVE.

Filed March 24, '64.

"Dashing Wave."

7 WATER STREET, LIVERPOOL, *5th August*, 1863.

Messrs. Burchard & Co., successors, Matamoras:

GENTLEMEN: We have the pleasure to enclose B. L. for 1 case samples hardware, shipped per Dashing Wave to your address, by request of Mess. Gusdor, Maxdans & Co.

We are, gentlemen, very respectfully,

WM. GRIFFITHS & CO.

Enclosure: B. Lading.

REC. 101—1

Consular invoice of 106 (*one hundred and six*) *packages, shipped by Messrs. Leech, Harrison & Forwood, Liverpool, on board the Dashing Wave, master, and consigned to Messrs. Burchard & Co., Succ's, Matamoras.*

Marks.	Nos.	Number of packages.	Class of packing.	Gross weight of each package.	Total contents, width, and description.	
L O I Y	219–318	100. One hundred..	Bales ..	166. One hundred sixty-six pounds Eng.	99,797½. Ninety-nine thousand seven hundred and ninety-seven and a half yards.	35. Thirty-five inches white cottons.
"	----------	1. One----------	Parcel..	----------	----------	Patterns without value.
C G	3,382	1. One----------	Case ...	133. One hundred thirty-three pounds Hambro.	50. Fifty woollen Cashmere shawls.	65. Sixty-five inches square with silk fringes. Net weight of silk 7½, seven a-half pounds.
					50. Fifty woollen Cashmere shawls.	65. Sixty-five inches square with woollen fringes eleven inches long.
"	3,383–3,385	3. Three----------	Cases ..	136. One hundred thirty-six pounds Hambro.	300. Three hundred woollen Cashmere shawls.	65. Sixty-five inches square with woollen fringes eleven inches long.
"	----------	1. One----------	Case ...	41. Forty-one pounds Hambro.	20. Twenty woollen Cashmere.	65. Sixty-five inches square with woollen fringes eleven inches long.
		106. One hundred and six packages.				

Manchester, August 4th, 1863. BHIEBERT.

Filed March 24, '64
K. L.

LIVERPOOL, *7th August*, 1863.

Mess. Burchard & Co., Succ., Matamoras:

DEAR SIR: We beg to advise having shipped on board the Dashing Wave, to your address, the undermentioned goods, received from B. Liebert, esq., of Manchester, to whom we would refer you for the further particulars.

We remain, yours respectfully, for Leech, Harrison & Forwood.

A. O. MITCHELL.

L O I Y	219–318	100 bales	
		1 parcel.	Samples.
C G	3,382–3,385	4 cases.	
		1 "	Samples.

Despatches, consul's invoice, and certificate receipt pr. parcel.

Filed Nov. 19, '64.

No. 1.

L O 219-318; I Y; C C 3382-3385.

CONSULADO MEXICANA EN LIVERPOOL.

Jose Ma. Pastor, consul de la republica Mexicana en Liverpool:

Certifico haber recibido la factura de Mr. B. Liebert, que contiene crenta seis (106) bultos de mercancias con la marca al margen a bordo del buque Dashing Wave, con destino a Matamoras.

Y para que conste doy la presente, firmada por mi en Liverpool, a 5 de Agosto, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

No. 1.

L O 219-318; I Y; C C 3352-3385.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, consul of the Mexican republic at Liverpool:

I certify to have received the invoice of Mr. B. Liebert, which contains one hundred and six (106) packages of merchandise, with the mark on the margin, on board of the vessel Dashing Wave, with destination for Matamoras.

And that this may appear, I give the present, signed by me at Liverpool the 5th of August, eighteen hundred and sixty-three.

(Signed) JOSE MA. PASTOR.

LIVERPOOL, *August* 5, 1863.

Received from Leech, Harrison & Forwood, in good order and condition, on board the Dashing Wave, for Matamoras:

L O I Y 219–318. 1 parcel patterns. To go in the cabin.

GEORGE LOFFOBY, *Master*.

Per cart No.——— ——————— *Mate*.

Filed March 24, '64.

Goods to be taken from alongside ship's tackle outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £5 per day demurrage.

C. R., 1,378, 1 case.

Freight to be paid at port of discharge, in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

24 ft. 8 in., at 55 s. per 40 ft		£11	3 11
10 p. c			3 5
			1 17 4

Shipped in good order and condition by Lemonius & Co., but without their responsibility for freight, being agents only, in and upon the good ship or vessel called the Dashing Wave, whereof is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, one case cotton cards, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and navigation of whatsoever nature or kind excepted,) unto C. F. Jenny, esq., or to his assigns, he or they paying freight for the said goods, at the rate of fifty-five shillings per forty cubic feet, with p'r cent. primage, and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which bills being accomplished, the rest to stand void.

Dated in Liverpool, this 4 day of August, 1863.

JOHN RIVE.

Invoice of charges on 1 case of cotton cards received from Messrs. Lebeau & Co., Boulogne sur-Mer, and shipped per "Dashing Wave," for Matamoras by, order and for account of C. F. Jenny, esq'r.:

C. R. 1,378, 1 case.

August 3. To inland carriage	£2	19	2	
marine insurance, S. P. A., but includ'g war risk, £100, 105 p. c., and policy	5	9	6	
effecting insurance, ¼ p. c		5	0	
entry, dock, and town dues		3	2	
cartage and porterage, shipping		1	6	
B. L., consul's certificate, postages & pettres	1	5	6	
commission		2	6	
				£10 6 4

E. E.
Liverpool, 6th August, 1863.

LEMONIUS & CO.

LIVERPOOL, 7*th August*, 1863.

C. F. Jenny, esq'r., Matamoras:

DEAR SIR: We confirm our letter of 1st inst., duplicate enclosed, by the present. We beg to hand you b. l. and consul's certificate for 1 case of cotton cards, shipped per "Dashing Wave," expected to sail about the 8th inst. We also enclose our invoice of charges on same amount, £10 6 4, due the 3d inst., to the debit of your Coire firm.

We remain, dear sir, yours truly,

LEMONIUS & CO.

Invoice of the following goods, shipped by the undersigned on board the British ship "Dashing Wave," Captain J. Rive, bound for the port of Matamoras, in the Mexican republic, and consigned to C. F. Jenny, esq., there:

Marks.	Numbers.	Number of packages.	Gross weight of each package.	Value.
C. R.	1,378.	1 case thre.,	five hundredweight three quarter and eight lbs.....	£100

Net weight, four hundredweight and nine lbs.

Liverpool, 6th August, 1863.

LEMONIUS & CO.,
Pr. G. H. HILTON.

[Duplicate.]

LIVERPOOL, 1*st August*, 1863.

C. F. Jenny, esq're, Matamoras:

DEAR SIR: We have to acknowledge receipt of your esteemed favor of the 5th June, by which we were glad to hear of the safe arrival of the "Glacier" at Matamoras. We hope to hear by next mail that the cargo has all been landed in good order, and we shall then apply for the return premium. We thank you for the interesting information you give us regarding the state of the markets with you. The present uncertainty with regard to American affairs makes it hazardous to enter into extensive operations from this side, besides that transactions such as you suggest, making consignments of cash, is quite out of our line. We shall, however, make you reports known to others when we receive them.

We have a case of cards, C. R. No. 1,378, to ship for you by first opportunity.

For particulars of our markets here and in Manchester, during the past month, we beg to refer you to the enclosed report.

Cotton for the past few days has been dull, the market being influenced by uncertainty, as the result of the attack on Charleston, and unsatisfactory news from India.

We hope soon to have the pleasure of hearing from you again, and we remain yours truly,

LEMONIUS & CO.

Oblige us by forwarding the enclosed letter to Dr. Kuhn.
We quote middling Texas 22¼d.
Filed March 24, '64. K. L., *D'y Cl'k.*

No. 2.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul de la republica Mexicana en Liverpool:

Certifico haber recibido la factura de Messrs. Lemonius & Co.; que contiene un (1) bulto de mercancias con la marca al margen, a bordo del buque Dashing Wave, con destino a Matamoras.

Y para que conste doy la presente, firmada por mi en Liverpool a 6 de Agosto, de mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

No. 2.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, consul of the Mexican republic at Liverpool:

I certify to have received the invoice of Messrs. Lemonius & Co., which contains one (1) package of merchandise, with the mark on the margin, on board of the vessel Dashing Wave, with destination for Matamoras.

And that this may appear, I give the present, signed by me at Liverpool the 6th of August, eighteen hundred and sixty-three.

(Signed) JOSE MA. PASTOR.

No. 4.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura de los Sres. McDowell y Halidays, que contiene (52) cincuerta y dos bultos de mercancias con la marca al margen, a bordo del buque Dashing Wave, con destino a Matamoras.

Y para que conste doy la presente, firmada por mi en Liverpool a 29 de Agosto, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

No. 4.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Messrs. McDowell & Halydays, which contains fifty-two (52) packages of merchandise, with the mark on the margin, on board of the vessel Dashing Wave, with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool the 29 of August, eighteen hundred and sixty-three.

(Signed) JOSE MA. PASTOR.

12 NORFOLK STREET, BROWN ST.,
Manchester, Aug't 28th, 1863.

Messrs. Burchard & Co., Matamoras:

DEAR SIRS: I hav the pleasure of handing you herewith note of contents of 100 pack ges shipped to your consignment, for account of Simpson & Pitman:

73–79. 7 cases "thread," as declared in consular invoice, consists of:

73–78. 6 cases satin finish blue black linen thread, same to what I have before sent you.

79. 1 case of a new make; should you have occasion to compare the qualities, then I shall be glad if you will let me have your opinion as to the qualities. This new quality costs rather less than the other. All this thread is declared in consular invoice as the last was, say "thread;" but should the consul object to this nomenclature, Mr. Meek will add the word "linen."

I remain, dear sirs, yours truly,

RICH'D SIMPSON.

P. S.—I find that No. 78 has, of both kinds of thread; that marked Marshall's is the most expensive.

2 INDIA BUILDINGS,
Liverpool, 5th Sept., 1863.

Freight list per "Dashing Wave," payable at Matamoras:

No. of captain's B-L.	Shippers.	Consignees.	£	s.	d.
2	Leech, Harrison & Forwood	Burchard & Co.'s successors.	25	15	8
3	Leech, Harrison & Forwood	Burchard & Co.'s successors.	3	5	0
4	Wm. Griffiths & Co	Burchard & Co.'s successors.	0	10	6
5	Lemonius & Co	C. F. Jenny	1	17	4
8	McDowell & Hallidays	Hale & Co	14	17	10
9	McDowell & Hallidays	Droege, Oetling & Co	13	15	0
11	Wallis & Pollock	Milmo & Co	7	16	4
12	John Meek	Burchard & Co.'s successors.	31	18	7
13	John Meek	Droege, Oetling & Co	107	9	11
14	William White	Francisco Armendaiz	174	0	1
17	John Meek	Droege, Oetling & Co	50	11	1
			431	17	4

L. K. 1–50, 50 coils.

M'g 250 0, a 40s	£12	10	0
10 p. o	1	5	0
	13	15	0

Goods to be taken from alongside ship's tackle outside the bar, at receiver's risk and expense, within ten working days after arrival, if

ship is in a position to deliver cargo, or £6 6 0 per day demurrage to be paid to ship by consignees in fair proportion.

Freight to be paid at port of discharge, in hard Mexican dollars, at the rate of 48 pence sterling per dollar.

Weight and contents unknown.

Shipped in good order and condition by McDowell & Halidays, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, fifty coils rope, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of fire, the seas, and navigation of whatsoever nature or kind excepted,) unto Messrs. Droege, Oetling & Co., or to their assigns, he or they paying freight for the said goods, at the rate of (here as p'r margin,) with 10 per cent. primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which accomplished, the rest to stand void.

Dated in Liverpool, this 28th August, 1863.

JOHN RIVE.

Invoice of rope purchased by McDowell & Halidays, by order and for ac. and risk of Mess. Lippman & Kopperl, to be shipped p'r Dashing Wave, for Matamoras, consigned to Mess. Droege, Oetling & Co., subject to Mess. Lippman & Koppert's orders:

L. K.	1-5.	5 coils	1 3-8	Manilla	bale	rope,	w'g	£4	2	0			
	6-10.	5 do.	do.	do.	do.	do.		4	2	3			
	11-15.	5 do.	do.	do.	do.	do.		4	2	7			
	16-20.	5 do.	do.	do.	do.	do.		4	2	19			
	21-25.	5 do.	do.	do.	do.	do.		4	2	7			
	26-30.	5 do.	do.	do.	do.	do.		4	2	10			
	31-35.	5 do.	do.	do.	do.	do.		4	1	0			
	36-40.	5 do.	do.	do.	do.	do.		4	1	5			
	41-45.	5 do.	do.	do.	do.	do.		4	1	13			
	46-50.	5 do.	do.	do.	do.	do.		4	1	26			
	50 coils.							44	3	6	*a* 39 s.	£87	7 4
	Disc't, 2½ p. c.							2	3	8			
	Brok. 1½ p. c.							1	1	10		3	5 6 £84 1 10

Charges:

To marine ins'ce on £120, *a* 60 p c., and pol., including war risk. ..	4	0	0		
entry, dock, and town dues		4	8		
consul's certificate 18 s., b. l. 2 6	1	0	6		
commission on £87 7 4, *a* 5 p. c.	4	7	4	9	12 6
Cash 1st Sept'r., 1863				93	14 4

E. E.

Liverpool, 1st September, 1863.

McDOWELL & HALIDAYS.

[Letter dated Liverpool, Sept., 1863, illegible.]

E.

P'r Dashing Wave:

LIVERPOOL, 2*d Sep.*, 1863.

Messrs. Lippman & Kopperl, Messrs. Droege, Oetling & Co., Matamoras:

DEAR SIRS: We beg to enclose copy of our letter of yesterday and duplicate invoice of the 50 coils Manilla rope, shipped p'r this conveyance, the "Dashing Wave."

We are, dear sirs, yours very truly,

McDOWELL & HALIDAYS.

Invoice of the following goods, shipped by the undersigned per "Dashing Wave," Rive master, consigned to Messrs. Droege, Oetling & Co., Matamoras, in the republic of Mexico, for which port said vessel is bound.

Marks.	Numbers.	Number of packages.	Description of p'k'g's.	Total gross weight.	Description.	Value.
L. K.	1-50.	50 (fifty)	coils,	5,018 lbs. (five thousand and eighteen pounds)	rope....	£87

Liverpool, 28th August, 1863.

McDOWELL & HALIDAYS.

No. 5.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura de los Sres. McDowell y Halidays que contiene (50) cincuerta bultos de mercancias con la marca al margen, a bordo del buque Dashing Wave, con destino a Matamoras.

Y para que conste doy la presente firmada por mi en Liverpool, a 29 de Agosto, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

N. 5.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Messrs. McDowell & Halidays, which contains (50) fifty packages of merchandise, with the mark on the margin, on board of the vessel Dashing Wave, with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 29 of August, eighteen hundred and sixty-three.

(Sign) JOSE M. PASTOR.

Per Dashing Wave.

LIVERPOOL, 2*d Sep.*, 1863.

Messrs. Droege, Oetling & Co., Matamoras:

GENT: We beg to enclose duplicate of our manifests of yesterday, together with copy of the bill of lading for 50 coils of Manilla

rope, shipped to your address per this conveyance, the "Dashing Wave," pr. Messrs. Lippman & Kopperl.

We also enclose consul's certificate, with copy of invoice furnished him, and a letter for Messrs. L. & K.

We are, gent., yours respectfully,

McDOWELL & HALIDAYS.

[Here follows a letter, illegible.

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten working days after arrival, if ship is in a position to deliver cargo, or pay £6 6 0 per day demurrage, to be paid to ship by consignees in fair proportion.

[H] 15 30 16 cases.

Mg. 196 11 *a* 55s	£13	10 9
10 per ct.	1	7 1
	14	17 10

☞ Freight to be paid at port of discharge, in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

Shipped in good order and condition by McDowell & Halidays, in and upon the good ship or vessel called the Dashing Wave, whereof is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros—

Sixteen cases merchandise,
One box } samples,
One parcel }

being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoros, (all and every the dangers and accidents of fire, the seas, and navigation, of whatsoever nature or kind, excepted,) unto Messrs. Hale & Co., or to their assigns, he or they paying freight for the said goods, at the rate of (here as per margin,) with ten per cent. primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which accomplished, the rest to stand void.

Dated in Liverpool, this 27th August, 1863.

JOHN RIVE.

Pr. Dashing Wave:

LIVERPOOL, 1*st Sept.*, 1863.

Messrs. Hale & Co., Matamoros:

GENT'N: We enclose bill of lading, copy of consul's invoice, consul's receipt, and certificates of neutral property, for [H] 15–30, 16 cases, received from the York Street Flax Spinning Company, Bel-

fast, and shipped to your address pr. this conveyance, the Dashing Wave.

Your mo. ob't,

McDOWELL & HALIDAYS.
JNO. FRENCH.

The St. George arrived last night.

McD. &. H.
J. F.

BELFAST, *5th August*, 1863.

I, O. B. Graham, of the firm of York St. Flax Spinning Company, at Belfast, do hereby declare that the undermentioned goods, shipped through our agents, Messrs. McDowell & Halidays, Liverpool, to Messrs. Hale & Co., Matamoros, are neutral property, and contain nothing but what they are represented to contain below.

O. B. GRAHAM.

Signed in presence of—
JAMES B. ELLIOTT.

Produced and sworn before me, this 5th day of August, 1863.
JOHN CURELL, *J. P.*,
Magistrate for County Antrim.

[H] 30. Printed linen drills.

CONSULATE OF THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, greeting:

I, John Young, consul of the United States of America for the port of Belfast, (Ireland,) and its dependencies, do certify and make known, to whom these presents shall come, that John Curell is a justice of the peace, duly commissioned by the government of Great Britain and Ireland, and that his signature to the annexed document is genuine.

Given under my hand and the seal of this consulate, at Belfast, this fifth day of August, in the year one thousand eight hundred and sixty-three.

[SEAL.] JOHN YOUNG, *U. S. Consul.*

BELFAST, *29th July*, 1863.

I, O. B. Graham, of the firm of York St. Flax Spinning Co., at Belfast, do declare that the undermentioned boxes, shipped through our agents, Messrs. McDowell & Halidays, Liverpool, to Messrs. Hale & Co., Matamoros, are neutral property, and contain nothing but what they are represented to contain below.

O. B. GRAHAM.

Signed in presence of—
JAMES B. ELLIOTT.

Declared and subscribed before me, this 29th day of July, 1863.
T. BUSHELL,
Magistrate for Co. Antrim.

Nos. on cases

[H] 15. Bleached linen damask napkins.
" 16 17. Linen shirting and sheeting.
" 18 20. Linen cambric hkfs.
" 21 23. Linen huckaback towels.
" 26 29. Cotton bodied and all linen shirts.

[Two six pence petty sessions stamps.]

CONSULATE OF THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, greeting:

I, John Young, consul of the United States of America for the port of Belfast, (Ireland,) and its dependencies, do certify and make known, to whom these presents shall come, that T. Bushell is a justice of the peace for the county of Antrim, duly commissioned by the government of Great Britain and Ireland, and that his signature to the annexed document is genuine.

Given under my hand and the seal of this consulate, at Belfast, this twenty-ninth day of July, in the year one thousand eight hundred and sixty-three.

[SEAL.] JOHN YOUNG, *U. S. Consul.*

[Letter to Messrs. Hale & Co., dated 1st Sept., illegible.]

Invoice of the following goods shipped by the undersigned per Dashing Wave, Rive master, assigned to Messrs Hale & Co., Matamoras, in the republic of Mexico, for which port said vessel is bound.

Marks.	Numbers.	Number of packages.	Description	Gross weight, pounds.	Yards.	Dozens.	Inches width.	Description.	Value.
[H.]	15	1, one..	Case.....	466, four hundred and sixty-six.	544, five hundred and forty-four.	100, one hundred.	66 to 68, sixty-six to sixty-eight. 20, twenty.....	Linens..... Napkins.....	£85
	16	1, one..	Case.....	167, one hundred and sixty-seven.	764, seven hundred and sixty-four.	.....	33, thirty-three..	Linens.....	45
	17	1, one..	Case.....	315, three hundred and fifteen.	317, three hundred and seventeen.	.....	86 to 102, eighty-six to one hundred and two.	Linens.....	50
	18	1, one..	Case.....	159, one hundred and fifty-nine.	.....	200, two hundred.	19, nineteen.....	Handkerchieves.....	40
	19	1, one..	Case.....	150, one hundred and fifty..	.....	200, two hundred.	19, nineteen.....	Handkerchieves.....	40
	20	1, one..	Case.....	231, two hundred and thirty-one.	.....	200, two hundred.	25, nineteen.....	Handkerchieves.....	65
	21	1, one..	Case.....	251, two hundred and fifty-one.	.....	50, fifty.....	25–40, twenty-five by forty.	Towels.....	20
	22	1, one..	Case.....	213, two hundred and thirteen.	.....	50, fifty.....	24–36, twenty-four by thirty-six.	Towels.....	20
	23	1, one..	Case.....	216, two hundred and sixteen.	.....	50, fifty.....	24–36, twenty-four by thirty-six.	Towels.....	20
	24	1, one..	Case.....	280, two hundred and eighty.	.....	20, twenty....	.....	Shirts.....	45
	25	1, one..	Case.....	280, two hundred and e hty	.....	20, twenty....	.....	Shirts.....	45

Invoice, &c.—Continued.

Marks.	Numbers.	Number of Packages.	Description.	Gross weight, pounds.	Yards.	Dozens.	Inches width.	Description.	Value.
	26	1, one	Case	280, two hundred and eighty		20, twenty		Shirts	50
	27	1, one	Case	278, two hundred and seventy-eight.		20, twenty		Shirts	50
	28	1, one	Case	279, two hundred and seventy-nine.		20, twenty		Shirts	50
	29	1, one	Case	256, two hundred and fifty-six.	987, nine hundred and eighty-seven.	20, twenty		Shirts	65
	30	1, one	Case	313, three hundred and thirteen.			26½, twenty-six and one-half.	Drills	30
		1, one 1, one	Box Parcel	Samples of the above goods.					No value.
		18, eighteen.	Packages						£740

Liverpool, 27th August, 1863.
Filed March 24, '64. K. L.

McDOWELL & HALIDAYS.

No. 6.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura de los Sres. McDowell y Halidays, que contiene (18) dioz yocho bultos de mercancias con la marca al margen, a bordo del buque Dashing Wave, con destino a Matamoras.

Y para que conste doy la presente firmada por mi en Liverpool, a 29 de Agosto, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

No. 6.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Messrs. McDowell and Halidays, which contains (18) eighteen packages of merchandise, with the mark on the margin, on board of the vessel "Dashing Wave," with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 29th of August, eighteen hundred and sixty-three.

(Sign) JOSE MA. PASTOR.

Goods to be taken from alongside the ship's tackle outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage.

S&P. H.	1–50	50	bales.
	51–71	32	bales.
	84–94		
	73–79	12	cases.
	95–100 3		
	81–83	3	cases.
		1	case, samples.
R—S. H.	96–98	3	bales.
Total		101	packages.

F. I. 464.5, *a* 50	29	0	6
Primage, 10 p. c	2	18	1
	£31	18	7

Freight to be paid at port of discharge, in hard Mexican dollars, at the rate of 48 pence sterling per dollar.

Weight and contents unknown.

Shipped, in good order and condition, by John Week, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, eighty-five bales, fifteen cases merchandise, and one case samples, being marked and numbered as per margin; and are to be delivered, in the like good order and condition, at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and navigation, of whatsoever kind or nature excepted,) unto Messrs. Burchard & Co., successors, or to their assigns; he or they paying freight for the said goods in Matamoras, with average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 29th day of August, 1863.

JOHN RIVE.

Invoice of the following merchandise, shipped on board the British vessel Dashing Wave, Captain Rive, bound for the port of Matamoras, in the republic of Mexico, and consigned to Messrs. Burchard & Co., successors, for account of Messrs. Simpson & Pitman.

Marks.	Numbers.	Number of packages.	Average gross weight p'r p'k'es in p'ds English.	Description of packages.	Total net weight in pounds English.	Total length.	Width.	Description of goods.
S & P. H.	1–50	50. fifty	196. one hundred and ninety-six.	Bales.		44,000. forty-four thousand yards English.	35. thirty-five inches English.	Plain cotton calico.
"	51–61	11. eleven	173. one hundred and seventy-three.	Bales.		11,880. eleven thousand eight hundred eighty yards English.	30. thirty inches English.	Printed cot'n.
"	62–71	10. ten.	174. one hundred and seventy-four.	Bales.		10,656. ten thousand six hundred and fifty-six yards English.	30. thirty inches English.	Printed cot'n.
"	73–79	7. seven	192. one hundred and ninety-two.	Cases.	1,008. one thousand and eight.			Thread.
"	81–82	2. two.	93. ninety-three	Cases.	108. one hundred and eight.	1,400. one thousand four hundred silk handkerchiefs.		Silk handkerchiefs.
"	83	1. one.	35. thirty-five.	Case.	19. nineteen.	600. six hundred silk handkerchiefs.		Silk handkerchiefs.
"	84–94	11. eleven	184. one hundred and eighty-four.	Bales.		12,000. twelve thousand printed cotton aprons, (31) thirty-one inches English square	31. thirty-one inches English square.	Printed cot'n aprons.
"	95	1. one.	105. one hundred and five.	Case		414. four hundred and fourteen french metres.	60. sixty centimetres.	Printed Mouselin-de-laine.

Invoice of the following merchandise, shipped on board the British vessel Dashing Wave, Captain Rives, &c.—Continued.

Marks.	Numbers.	Number of packages.	Average gross weight p'r p'k'es in p'ds English.	Description of packages.	Total net weight in pounds English.	Total length.	Width.	Description of goods.
R & S. H.	96–98	3. three. ..	147. one hundred and forty-seven.	Bales.....	.....	1,792. one thousand seven hundred and ninety-two yards English.	27. twenty-seven inches English.	Colored woollen flannel.
S & P. H	100–103	4. four.....	110. one hundred and ten.	Cases.....	.....	4,214. four thousand two hundred and fourteen French metres	80. eighty centimetres.	Printed cot'n muslin.

100. one hundred packages and (1) one pattern-case, addressed to Messrs. Burchard & Co.'s successors.

Manchester, August 28th, 1863.

RICH'D SIMPSON.

P'r Dashing Wave:

LIVERPOOL, 31*st August*, 1863.

Messrs. Burchard & Co., successors, Matamoras:

DEAR SIRS: At the request of our mutual friend, Mr. Richard Simpson, of Manchester, I have shipped by this conveyance to your address one hundred packages of goods and one parcel of patterns, for which I enclose bill of lading, consular invoice, consular certificate, and letters from said gentleman.

I remain, sirs, your obedient servant,

JOHN MEEK.
P'r W. CLUCAS.

5 enclosures.

No. 7.

S. & P. H., R. & S. H.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura del Senor R. Simpson, que contiene (100) cien bultos de mercancias y (1) una caja de muesas con la marca al margen, a bordo del buque "Dashing Wave," con destino a Matamoras.

Y para que conste doy la presente firmada por mi en Liverpool, a 31 de Agosto, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

No. 7.

S. & P. H., R. & S. H.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Maria Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Mr. R. Simpson, which contains (100) one hundred packages of merchandise, and (1) one case of samples, with the mark on the margin, on board of the vessel "Dashing Wave," with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 31st of August, eighteen hundred and sixty-three.

(Sign) JOSE MA. PASTOR.

12 NORFOLK STREET, BROWN ST.,
Manchester, August 28th, 1863.

Messrs. Burchard & Co.'s successors, Matamoros:

DEAR SIRS: The present serves to hand you consular invoice, consul's receipt, and bill of lading of 100 packages merchandise, and 1

case patterns, per Dashing Wave, for account of Messrs. Simpson & Pitman, of San Luis, Potosi.

I remain, dear sirs, yours truly,

RICH'D SIMPSON.

Enclosures:
Consular invoice.
Consul's receipt &
Bill of lading.

Note of contents of 100 *packages, per Dashing Wave, to sail about* 1*st Sept., to Messrs. Burchard & Co.'s successors, Matamoros.*

S & P. H	1-50	50	Bales, each 22 p's of 40 y'ds Imperials, 35 inches.
"	51-61	11	do 45 do 24 y'ds shirt plates, 30 inches.
"	62-65	4	do 45 do 24 y'ds do 30 inches.
"	66-71	6	do 44 do 24 y'ds do 30 inches.
"	73-79	7	Cases, each 144 lbs. black linen thread.
"	81-82	2	do 700 silk handkerchiefs, each case 100 p'cs of 7 printed corahs.
"	83	1	Case cont'g 600 silk handkerchiefs, of 60 p'cs of 10 printed silk cambrics.
"	84-94	11	Bales, each 91 doz printed aprons, 31 inches square.
"	95	1	Case, cont'g 414 French metres in 9 p'cs, mouselin-de-laine 60 centimetres wide.
"	100	1	Case of 20 p'cs 1,037.5 metres French printed muslin, 80 centimetres.
"	101	1	Case of 20 p'cs 1,082.7 metres French printed muslin, 80 centimetres.
"	102	1	Case of 20 p'cs 1,051.9 metres French printed muslin, 80 centimetres.
"	103	1	Case of 20 p'cs 1,041.9 metres French printed muslin, 80 centimetres.
R. & S. H.	96	1	Bale of 12 p'cs 598 y'ds, shirt flannels 27 inches.
"	97	1	do 12 p'cs 595½ y'ds, do 27 inches.
"	98	1	do 12 p'cs 598½ y'ds, do 27 inches.
		100	Packages.

Manchester, Aug. 28th, 1863.

60-179, 185-234, 244, 245, 248, 249, 267, 268, 283-330, 336-387, 389-414—302 bales.

180-184, 235-243, 246, 247, 250-266, 269, 273, 282, 331-335, 388—50 cases.

Meas'g 2,259 *a* 1s. 4½d..... 155 6 2
Primage 5-6..... 7 15 4

£163 1 6

$415—1 case samples.

For measurement see indorsement.

		J. W.					J. W.		
60	bale		6	4	109	bale		6	1
61	"		6	2	110	"		6	1
62	"		6	4	111	"		5	9
63	"		6	4	112	"		6	3
64	"		6	4	113	"		6	1
65	"		6	7	114	"		6	1
66	"		6	2	115	"		6	1
67	"		6	4	116	"		6	1
68	"		6	4	117	"		6	1
69	"		6	4	118	"		6	1
70	"		5	6	119	"		6	1
71	"		6	4	120	"		6	1
72	"		5	6	121	"		6	1
73	"		6	1	122	"		6	1
74	"		6	4	123	"		6	1
75	"		6	4	124	"		6	1
76	"		5	6	125	"		6	1
77	"		5	6	126	"		6	1
78	"		5	6	127	"		6	1
79	"		5	6	128	"		6	1
80	"		6	1	129	"		6	1
81	"		6	1	130	"		6	1
82	"		5	6	131	"		5	4
83	"		5	6	132	"		6	4
84	"		5	6	133	"		6	1
85	"		6	1	134	"		6	3
86	"		5	6	135	"		6	6
87	"		6	1	136	"		6	1
88	"		5	6					
89	"		6	4				466	5
90	"		6	4					
91	"		5	6					
92	"		5	6	137	"		6	1
93	"		6	4	138	"		6	3
94	"		6	4	139	"		6	1
95	"		6	4	140	"		6	3
96	"		5	6	141	"		6	1
97	"		6	4	142	"		6	6
98	"		6	3	143	"		6	1
99	"		6	4	144	"		6	1
100	"		6	1	145	"		6	1
101	"		6	1	146	"		5	9
102	"		6	1	147	"		6	1
103	"		6	4	148	"		6	1
104	"		6	6	149	"		6	1
105	"		6	4	150	"		6	3
106	"		6	4	151	"		4	2
107	"		6	1	152	"		6	1
108	"		6	1	153	"		6	1

		J. W.					J. W.		
154	bale	6	4		204	bale	5	1	
155	"	6	1		205	"	5	4	
156	"	6	1		206	"	5	4	
157	"	6	1		207	"	5	4	
158	"	6	1		208	"	5	1	
159	"	5	9		209	"	5	4	
160	"	6	1		210	"	5	1	
161	"	6	3		211	"	5	1	
162	"	6	1		212	"	5	1	
163	"	6	3		213	"	5	1	
164	"	6	3		214	"	5	4	
165	"	6	3		215	"	5	4	
166	"	6	1		216	"	5	4	
167	"	6	1						
168	"	6	1				484	9	
169	"	6	3						
170	"	7	3		217	bale	5	1	
171	"	7	3		218	"	5	1	
172	"	7	3		219	"	5	1	
173	"	7	3		220	"	5	1	
174	"	7	3		221	"	5	4	
175	"	7	3		222	"	5	1	
176	"	7	3		223	"	5	4	
178	"	7	3		224	"	5	1	
179	"	7	3		225	"	5	4	
180	case	8	7		226	"	5	4	
181	"	8	7		227	"	5	1	
182	"	8	7		228	"	5	1	
183	"	8	7		229	"	5	1	
184	"	8	7		230	"	5	4	
185	bale	5	4		231	"	6	1	
186	"	5	4		232	"	5	1	
187	"	5	4		233	"	5	1	
188	"	5	4		234	"	4	11	
189	"	5	4		235	case	5	1	
190	"	5	4		236	"	5	6	
191	"	5	4		237	"	4	5	
192	"	5	4		238	"	4	7	
193	"	5	4		239	"	4	7	
194	"	5	4		240	"	5	0	
195	"	5	4		241	"	4	5	
196	"	5	4		242	"	5	3	
197	"	5	4		243	"	5	10	
198	"	5	4		244	bale	6	10	
199	"	5	4		245	"	6	10	
200	"	5	4		246	case	17	10	
201	"	5	4		247	"	16	11	
202	"	5	4		248	bale	5	1	
203	"	5	4		249	"	5	6	

		J. W.				J. W.		
250	case	5	7	301	bale	4	2	
251	"	5	5	302	"	4	2	
252	"	4	5					
253	"	4	3			555	6	
254	"	4	3					
255	"	4	3	303	bale	4	2	
256	"	4	5	304	"	4	2	
257	"	4	5	305	"	4	2	
258	"	4	5	306	"	4	2	
259	"	4	5	307	"	4	2	
260	"	4	5	308	"	4	2	
261	"	4	5	309	"	4	2	
262	"	4	5	310	"	4	2	
263	"	4	5	311	"	4	2	
264	"	4	5	312	"	4	2	
265	"	4	6	313	"	4	2	
266	"	4	2	314	"	4	2	
267	bale	22	2	315	"	4	2	
268	"	26	4	316	"	4	2	
269	case	12	7	317	"	4	2	
273	"	6	1	318	"	4	2	
274	"	6	1	319	"	4	3	
275	"	26	1	320	"	4	2	
276	"	25	3	321	"	4	2	
277	"	36	8	322	"	4	2	
278	"	10	6	323	"	4	2	
279	"	11	4	324	"	4	2	
280	"	4	7	325	"	4	2	
281	"	4	8	326	"	4	2	
282	"	4	8	327	"	4	2	
283	bale	4	2	328	"	4	2	
284	"	4	2	329	"	4	2	
285	"	4	2	330	"	4	2	
286	"	4	2	331	case	14	5	
287	"	4	2	332	"	13	7	
288	"	4	2	333	"	13	7	
289	"	4	2	334	"	13	7	
290	"	4	10	335	"	14	1	
291	"	4	10	336	bale	4	2	
292	"	4	2	337	"	4	2	
293	"	4	2	338	"	4	2	
294	"	4	2	339	"	4	2	
295	"	4	2	340	"	4	2	
296	"	4	2	341	"	4	2	
297	"	4	2	342	"	4	2	
298	"	4	2	343	"	4	2	
299	"	4	2	344	"	4	2	
300	"	4	2	345	"	4	2	

		J. W.		
346	bale	4	2	
347	"	4	2	
348	"	3	11	
349	"	4	2	
350	"	4	2	
351	"	4	2	
352	"	4	2	
353	"	4	2	
354	"	4	2	
355	"	4	2	
356	"	4	2	
357	"	4	3	
358	"	4	2	
359	"	4	2	
560	"	4	2	
361	"	4	2	
362	"	4	2	
363	"	4	2	
364	"	4	2	
365	"	4	2	
366	"	4	2	
367	"	4	2	
368	"	4	2	
369	"	4	2	
370	"	4	2	
371	"	4	2	
372	"	4	2	
373	"	4	2	
374	"	4	2	
375	"	4	2	
376	"	4	2	
377	"	4	2	
378	"	4	3	
379	"	4	2	
380	"	4	2	
381	"	4	2	
382	"	4	2	
383	"	4	2	
384	"	4	2	
385	"	4	2	
386	"	4	3	

		J. W.	
387	bale	4	2
388	case	5	9
389	bale	15	11
390	"	12	8
		433	0
391	bale	12	8
392	"	12	8
393	"	12	8
394	"	12	8
395	"	12	8
396	"	12	8
397	"	12	8
398	"	12	3
399	"	12	3
400	"	12	8
401	"	11	5
402	"	12	8
403	"	12	8
404	"	12	8
405	"	12	8
406	"	12	8
407	"	12	8
408	"	12	3
409	"	12	3
410	"	15	7
411	"	17	2
412	"	16	8
413	"	16	1
414	"	16	1
		319	4
		466	5
		484	9
		555	6
		433	0
		2,259	0

Shipped, in good order and condition, by E. Frodsham & Hardman, of Liverpool, and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, three hundred and two bales and fifty cases merchandise and one case samples, being marked and numbered as per margin, and are to be delivered in the like good order and condition, at the aforesaid port of Mata-

moras, (all and every the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted,) unto Messrs. Milmo & Co., for account of Joseph Walsh, esq., or to their assigns, paying for freight for the said goods 55s. p'r ton meas't.

Freight payable at Liverpool.

Primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 5 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 29th day of July, 1863.

Contents unknown to—

JOHN RIVES.

Goods to be taken from alongside the ship's tackle, outside the bar, by and at the risk and expense of the consignees.

"Dashing Wave."

40 MINSHULL STREET, *Manchester*, 1*st Aug'st*, 1863.

Joseph Walsh, esq., Monterey, care of Messrs. Milmo & Co., Matamoras.

DEAR SIR: We enclose invoice of 353 packages merchandise forwarded to Liverpool, and advised for shipment per this conveyance to your address, the amount of which, £9,748 3 2, we place to your debit.

Wishing the goods may arrive in due season, and open to your satisfaction,

We remain, yours truly,

STAVERT, ZIGOMALA.

[Bottom of letter torn.]

Invoice of merchandise purchased by Stavert, Zigomala & Co., and forwarded to Messrs. Frodsham & Hardman, Liverpool, for shipment, per Dashing Wave, to Messrs. Milmo & Co., Matamoras, for account and risk of Joseph Walsh, esq., Monterey, Mexico.

W—J		ft.	in.	cwt.	qrs.	lbs.	yards.				
60	20 ps. 25 in. blue denims	2 1 2	2 2 3	2	0	4	800	5⅞	19 11 8		
61	20 do do	"		2	0	6	800	5⅞	19 11 8		
62	20 do do	"		2	0	7	800	5⅞	19 11 8		
63	20 do do	"		2	0	4	800	5⅞	19 11 8		
64	20 do do	"		2	0	2	800	5⅞	19 11 8		
65	20 do do	"		2	0	4	800	5⅞	19 11 8		
66	20 do do	"		2	0	6	800	5⅞	19 11 8		
67	20 do do	"		2	0	6	800	5⅞	19 11 8		
68	20 do do	"		2	0	6	800	5⅞	19 11 8		
69	20 do do	"		2	0	3	800	5⅞	19 11 8		
										195	16 8
70	51 ps. 31½ in. 9-8 printed shirtings	2 1 1	9 1 10	2	0	17	24	13-6	34 8 6		
71	51 do do	"		2	0	18	24	13-6	34 8 6		
72	51 do do	"		2	0	17	24	13-6	34 8 6		
73	51 do do	"		2	0	17	24	13-6	34 8 6		
74	51 do do	"		2	0	16	24	13-6	34 8 6		
75	51 do do	"		2	0	16	24	13-6	34 8 6		
76	51 do do	"		2	0	17	24	13-6	34 8 6		
77	51 do do	"		2	0	17	24	13-6	34 8 6		
78	51 do do	"		2	0	17	24	13-6	34 8 6		
79	51 do do	"		2	0	16	24	13-6	34 8 6		
										344	5 0
80	48 ps. 31.2–32 in. 9-8 purple prints	"		1	2	20	24	13 6	32 8 0		
81	48 do do	"		1	2	20	24	13-6	32 8 0		
82	48 do do	"		1	2	21	24	13-6	32 8 0		
83	48 do do	"		1	2	22	24	13-6	32 8 0		
84	48 do do	"		1	2	22	24	13-6	32 8 0		
85	48 do do	"		1	2	25	24	13-6	32 8 0		
86	48 do do	"		1	2	24	24	13-6	32 8 0		

87	48.....do.....do.....	"	1	2	20	24	13-6	32	8	0		
88	48.....do.....do.....	"	1	2	22	24	13-6	32	8	0		
89	49.....do.....do.....	"	1	2	26	24	13-6	32	8	0		
90	49.....do.....do.....	"	1	2	26	24	13-6	33	1	6		
91	49.....do.....do.....	"	1	2	24	24	13-6	33	1	6		
92	49.....do.....do.....	"	1	2	27	24	13-6	33	1	6		
93	49.....do.....do.....	"	1	2	24	24	13-6	33	1	6		
94	49.....do.....do.....	"	1	2	25	24	13-6	33	1	6		
95	49.....do.....do.....	"	1	2	23	24	13-6	33	1	6		
96	49.....do.....do.....	"	1	2	25	24	13-6	33	1	6		
97	49.....do.....do.....	"	1	2	27	24	13-6	33	1	6		
98	49.....do.....do.....	"	1	2	27	24	13-6	33	1	6		
99	49.....do.....do.....	"	1	2	27	24	13-6	33	1	6		
											655	8 6
100	50 ps. 32 in. 9-8 fancy prints.....	2 10 1 2 1 9	1	3	15	24	13-4½	33	8	9		
101	50.....do.....do.....	"	1	3	17	24	13-4½	33	8	9		
102	50.....do.....do.....	"	1	3	16	24	13-4½	33	8	9		
103	50.....do.....do.....	"	1	3	16	24	13-4½	33	8	9		
104	50.....do.....do.....	"	1	3	16	24	13-4½	33	8	9		
105	50.....do.....do.....	"	1	3	18	24	13-4½	33	8	9		
106	50.....do.....do.....	"	1	3	17	24	13-4½	33	8	9		
107	50.....do.....do.....	"	1	3	17	24	13-4½	33	8	9		
108	50.....do.....do.....	"	1	3	16	24	13-4½	33	8	9		
109	50.....do.....do.....	"	1	3	16	24	13-4½	33	8	9		
110	50.....do.....do.....	"	1	3	17	24	13-4½	33	8	9		
111	50.....do.....do.....	"	1	3	17	24	13-4½	33	8	9		
112	50.....do.....do.....	"	1	3	20	24	13-4½	33	8	9		
113	50.....do.....do.....	"	1	3	18	24	13-4½	33	8	9		
114	50.....do.....do.....	"	1	3	20	24	13-4½	33	8	9		
	Carried forward.....							501	11	3	1,195	10 2
	Bro't forward.....							501	11	3	1,195	10 2
115	50 ps. 32 9-8 in. fancy prints.....	2 10 1 2 1 9	1	3	18	24	13-4½	33	8	9		
116	50.....do.....do.....	"	1	3	18	24	13-4½	33	8	9		
117	50.....do.....do.....	"	1	3	19	24	13-4½	33	8	9		

Invoice of merchandise purchased by Stavert, Zigomala & Co.—Continued.

		ft.	in.	cwt.	qrs.	lbs.	yards.				
118	50 ps 32 9-8 in. fancy prints	"		1	3	18	24	13-4½	33	8	9
119	50 do do	"		1	3	16	24	13-4½	33	8	9
120	50 do do	"		1	3	18	24	13-4½	33	8	9
121	50 do do	"		1	3	18	24	13-4½	33	8	9
122	50 do do	"		1	3	19	24	13-4½	33	8	9
123	50 do do	"		1	3	19	24	13-4½	33	8	9
124	50 do do	"		1	3	19	24	13-4½	33	8	9
125	50 do do	"		1	3	19	24	13-4½	33	8	9
126	50 do do	"		1	3	18	24	13-4½	33	8	9
127	50 do do	"		1	3	20	24	13-4½	33	8	9
128	50 do do	"		1	3	18	24	13-4½	33	8	9
129	50 do do	"		1	3	20	24	13-4½	33	8	9
130	50 do do	"		1	3	20	24	13-4½	33	8	9
131	50 do do	"		1	3	19	24	13-4½	33	8	9
132	50 do do	"		1	3	20	24	13-4½	33	8	9
133	50 do do	"		1	3	19	24	13-4½	33	8	9
134	50 do do	"		1	3	17	24	13-4½	33	8	9
135	50 do do	"		1	3	17	24	13-4½	33	8	9
136	50 do do	"		1	3	17	24	13-4½	33	8	9
137	50 do do	"		1	3	17	24	13-4½	33	8	9
138	50 do do	"		1	3	19	24	13-4½	33	8	9
139	50 do do	"		1	3	20	24	13-4½	33	8	9
140	50 do do	"		1	3	20	24	13-4½	33	8	9
141	50 do do	"		1	3	19	24	13-4½	33	8	9
142	50 do do	"		1	3	19	24	13-4½	33	8	9
143	50 do do	"		1	3	19	24	13-4½	33	8	9
144	50 do do	"		1	3	19	24	13-4½	33	8	9
145	50 do do	"		1	3	21	24	13-4½	33	8	9
146	50 do do	"		1	3	19	24	13-4½	33	8	9
147	50 do do	"		1	3	19	24	13-4½	33	8	9
148	50 do do	"		1	3	19	24	13-4½	33	8	9
149	50 do do	"		1	3	20	24	13-4½	33	8	9
150	50 do do	"		1	3	19	24	13-4½	33	8	9
151	50 do do	"		1	3	20	24	13-4½	33	8	9

152	50.....do.....do.....	"	1	3	18	24	13-4½	33	8	9			
153	50.....do.....do.....	"	1	3	18	24	13-4½	33	8	9			
154	50.....do.....do.....	"	1	3	20	24	13-4½	33	8	9			
155	50.....do.....do.....	"	1	3	17	24	13-4½	33	8	9			
156	50.....do.....do.....	"	1	3	18	24	13-4½	33	8	9			
157	50.....do.....do.....	"	1	3	15	24	13-4½	33	8	9			
158	50.....do.....do.....	"	1	3	19	24	13-4½	33	8	9			
159	50.....do.....do.....	"	1	3	19	24	13-4½	33	8	9			
160	50.....do.....do.....	"	1	3	19	24	13-4½	33	8	9			
161	50.....do.....do.....	"	1	3	19	24	13-4½	33	8	9			
162	51.....do.....do.....	"	1	3	22	24	13-4½	34	2	1			
163	51.....do.....do.....	"	1	3	21	24	13-4½	34	2	1			
164	51.....do.....do.....	"	1	3	23	24	13-4½	34	2	1			
165	51.....do.....do.....	"	1	3	23	24	13-4½	34	2	1			
166	51.....do.....do.....	"	1	3	23	24	13-4½	34	2	1			
167	51.....do.....do.....	"	1	3	24	24	13-4½	34	2	1			
168	51.....do.....do.....	"	1	3	23	24	13-4½	34	2	1			
169	51.....do.....do.....	"	1	3	23	24	13-4½	34	2	1			
											2,345	19	6
170	20 ps. 30 in. regatta stripes, 4.....	2 7 1 3 2 2	2	2	0	808	7	23	11	4			
171	20.....do.....do.....	"	2	1	27	795	7	23	3	9			
172	20.....do.....do.....	"	2	2	1	805	7	23	9	7			
173	20.....do.....do.....	"	2	2	0	808½	7	23	11	8			
	Carried forward.....							93	16	4	3,541	9	8
	Bro't forward.....							93	16	4	3,541	9	8
174	20 ps. 30 in. regatta stripes, 4.....	2 7 1 3 1 2	2	2	0	801	7	23	7	3			
175	20.....do.....do.....	"	2	1	22	794.2	7	23	3	5			
176	20.....do.....do.....	"	2	1	22	793.2	7	23	2	10			
177	20.....do.....do.....	"	2	2	2	798.2	7	23	5	9			
178	20.....do.....do.....	"	2	2	2	808.9	7	23	11	8			
179	20.....do.....do.....	"	2	1	26	793.2	7	23	2	10			
180	20 ends 26 2-27 in. side-band fancy drills, 97.....	2 5 1 5 2 6	2	2	24	874.3 for 851.1	9½	32	16	2	233	10	1

Invoice of merchandise purchased by Stavert, Zigomala & Co.—Continued.

		ft.	in.	cwt.	qrs.	lbs.	yards.				
181	20 ends 26 2-27 in. side-band fancy drills, 97	"		2	2	25	886.3 for 863	9¼	33	5	3
182	20 ..do.. ..do.. ..do..	"		2	2	21	868.2 for 845.2	9¼	32	11	9
183	20 ..do.. ..do.. ..do..	"		2	2	23	869.1 for 845.3	9¼	32	11	11
184	20 ..do.. ..do.. ..do..	"		2	2	17	865.2 for 842.1	9¼	32	9	2
												163	14	3
185	25 ps. 32-33 in. French madapolans, 1,187	2 0 1	11 11 11	1	3	15	40	18	22	10	0			
186	25 ..do.. ..do.. ..do..	"		1	3	15	40	18	22	10	0			
187	25 ..do.. ..do.. ..do..	"		1	3	15	40	18	22	10	0			
188	25 ..do.. ..do.. ..do..	"		1	3	15	40	18	22	10	0			
189	25 ..do.. ..do.. ..do..	"		1	3	17	40	18	22	10	0			
190	25 ..do.. ..do.. ..do..	"		1	3	16	40	18	22	10	0			
191	25 ..do.. ..do.. ..do..	"		1	3	14	40	18	22	10	0			
192	25 ..do.. ..do.. ..do..	"		1	3	15	40	18	22	10	0			
193	25 ..do.. ..do.. ..do..	"		1	3	15	40	18	22	10	0			
194	25 ..do.. ..do.. ..do..	"		1	3	13	40	18	22	10	0			
195	25 ..do.. ..do.. ..do..	"		1	3	14	40	18	22	10	0			
196	25 ..do.. ..do.. ..do..	"		1	3	12	40	18	22	10	0			
197	25 ..do.. ..do.. ..do..	"		1	3	12	40	18	22	10	0			
198	25 ..do.. ..do.. ..do..	"		1	3	14	40	18	22	10	0			
199	25 ..do.. ..do.. ..do..	"		1	3	13	40	18	22	10	0			
200	25 ..do.. ..do.. ..do..	"		1	3	14	40	18	22	10	0			
201	25 ..do.. ..do.. ..do..	"		1	3	11	40	18	22	10	0			
202	25 ..do.. ..do.. ..do..	"		1	3	14	40	18	22	10	0			
203	25 ..do.. ..do.. ..do..	"		1	3	16	40	18	22	10	0			
204	25 ..do.. ..do.. ..do..	"		1	3	12	40	18	22	10	0			
205	25 ..do.. ..do.. ..do..	"		1	3	15	40	18	22	10	0			
206	25 ..do.. ..do.. ..do..	"		1	3	16	40	18	22	10	0			
207	25 ..do.. ..do.. ..do..	"		1	3	16	40	18	22	10	0			
208	25 ..do.. ..do.. ..do..	"		1	3	12	40	18	22	10	0			
209	25 ..do.. ..do.. ..do..	"		1	3	14	40	18	22	10	0			
210	25 ..do.. ..do.. ..do..	"		1	3	14	40	18	22	10	0			
211	25 ..do.. ..do.. ..do..	"		1	3	12	40	18	22	10	0			

212	25.....do.....do.....do.....	"	1	3	13	40	18	22 10 0	
213	25.....do.....do.....do.....	"	1	3	15	40	18	22 10 0	
214	25.....do.....do.....do.....	"	1	3	11	40	18	22 10 0	
215	25.....do.....do.....do.....	"	1	3	12	40	18	22 10 0	
216	25.....do.....do.....do.....	"	1	3	14	40	18	22 10 0	
217	25.....do.....do.....do.....	"	1	3	13	40	18	22 10 0	
218	25.....do.....do.....do.....	"	1	3	12	40	18	22 10 0	
219	25.....do.....do.....do.....	"	1	3	13	40	18	22 10 0	
220	25.....do.....do.....do.....	"	1	3	12	40	18	22 10 0	
221	25.....do.....do.....do.....	"	1	3	14	40	18	22 10 0	
222	25.....do.....do.....do.....	"	1	3	13	40	18	22 10 0	
223	25.....do.....do.....do.....	"	1	3	12	40	18	22 10 0	
224	25.....do.....do.....do.....	"	1	3	14	40	18	22 10 0	
225	25.....do.....do.....do.....	"	1	3	13	40	18	22 10 0	
226	25.....do.....do.....do.....	"	1	3	14	40	18	22 10 0	
227	25.....do.....do.....do.....	"	1	3	13	40	18	22 10 0	
228	25.....do.....do.....do.....	"	1	3	14	40	18	22 10 0	
229	25.....do.....do.....do.....	"	1	3	13	40	18	22 10 0	
230	25.....do.....do.....do.....	"	1	3	13	40	18	22 10 0	
231	25.....do.....do.....do.....	"	1	3	14	40	18	22 10 0	
232	25.....do.....do.....do.....	"	1	3	16	40	18	22 10 0	
	Carried forward.....							1080 0 0	3,938 14 0
	Bro't forward.....							1080 0 0	3,938 14 0
233	25 ps. 32-33 in. French madapolans, 1,187.....	2 11 0 11 1 11	1	3	12	40	18	22 10 0	
334	23.....do.....do.....	"	1	2	26	40	18	20 14 0	
									1,123 4 0
235	2½ per cent. net. 92½ doz. 29½ x 26½ imitation silk handk'fs.....	2 3 1 0 2 1			118		5-3	24 4 4	
236	99 doz 32 x 27½.....do.....do.....	3 9 1 0 1 6			144		5-10½	29 1 8	
237	100 doz. 28½ x 26½.....do.....do.....	3 4 1 0 1 6			126		5-1½	25 12 6	

Invoice of merchandise purchased by Stavert, Zigomala & Co.—Continued.

			ft.	in.	cwt.	qrs	lbs.	yards.		
238	2½ per cent. net.	100 doz. 31 x 28½ madder jacconet	2	11						
			1	8			101		3-4	16 13 4
			0	11						
239		100 do do do	"				101		3-4	16 13 4
240		100 do do do	"				101		3-4	16 13 4
241		98½ do do do	"				101		3-4	16 8 4
242		95½ doz. 31½ x 31 in. lappet do	2	11						
			1	8			118		5	23 15 5
			1	0						
243		98½ doz. 31½ x 31 in allover do	2	11						
			1	8			118		5	24 14 7
			1	1						
244		50 ps. 32 in. T. red brocades	2	10						
			1	2			192	24	17	42 10 0
			1	11						
245		50 do do	"				199	24	17	42 10 0
246		20 ps. 63 in. cotton damask	2	11						
			1	9			652	1,027½	16¾	71 14 2
			3	2						
247		20 do do	"				656	1,028	16¾	71 14 10
248		50 ps. 32 in. T. red and black prints	2	9						
			1	1			156	24	15-6	38 15 0
			1	6						
249		50 do do	"				156	24	15-6	38 15 0
250		105 doz. 29 x 26 in. T. red and white ha'k's	2	9						
			1	4			107		4-9	24 18 9
			1	7						
251		105 do do do do	"				107		4-9	24 18 9
252		100 doz. 31½ x 29¼ jacconet do	2	11						
			1	7			103		3-5	17 1 8
			0	11						
253		100 do do do	"				103		3-5	17 1 8
254		100 do do do	"				103		3-5	17 1 8
255		101 do do do	"				103		3 5	17 1 8

										618 0 0
256	Net.	100 doz. 32 x 30 in. olancilla	2 4 1 6 1 2			137		4-6	22 10 0	
257		100 do do do	"			137		4-6	22 10 0	
258		100 do do do	"			137		4-6	22 10 0	
259		100 do do do	"			137		4-6	22 10 0	
260		100 do do do	"			137		4-6	22 10 0	
261		100 do do do	"			137		4-6	22 10 0	
262		100 do do do	"			137		4-6	22 10 0	
263		100 do do do	"			137		4-6	22 10 0	
264		100 do do do	"			137		4-6	22 10 0	
265		106 do do do	2 4 1 6 1 3			145		4-6	23 17 0	
										226 7 0
266		14 ps. 6-4 mottle alpacas, No. 10	1 5 1 8 1 7	0	3 7	425½		5½	10 8 2	
267		10 ends 54 in. superfine union cloth, black	4 8 2 6 1 10	5	2 14	336. 3 for 327. 3		5-3	86 0 8	
		2 do do do dk. grey				48. 1 for 47		5	11 15 0	
		4 ends 56 in. do do dk. blue				110. 3 for 107. 3		5-3	28 5 8	
		4 do do do olive and dk. blue				106. 1 for 103. 2		5-3	27 3 4	
268		4 ends 52-53 in. mix'd union Devon elysums, 28-3766, 29 3766, 27.2-3767, 29.2-3767	3 8 2 6 3 0	4	2 14	114 for 111		4-5	24 10 3	
		4 do witneys (2) and elysiums (2) 29-3768, 29.2-3768, 29.1-3769, 29.2-3769				117. 1 for 114. 1		5-3	29 19 10	
		2 do do do do elysiums, 28.2-3770, 29-3770				57. 2 for 56		5-6	15 8 0	
269		10 ps. 6-4 x 28 in. figured mohairs, black, 30	1 9 3 1 2 4	2	3 14	291. 2		9¾	11 16 10	
		10 ps. ¾ x 25 in. Grograms, black, 40				299		16	19 18 9	
		10 ps ¾ x 27 in. Russell's, black, 50				292. 2		16	19 10 0	
										284 16 6

Invoice of merchandise purchased by Stavert, Zigomala & Co.—Continued.

			ft.	in.	cwt.	qrs.	lbs.	yards.				
273		50 32-33 in. white brilliantes, 0	2	2	1	3	2	896	5¼	19 2 0		
			1	1								
			2	6								
274	10 per cent. and 3 mos.	50 do do	"		1	2	22	844	5¼	18 9 3		
											37	11 3
275		62 doz 23 x 40 royal Turkish cotton towels, 2	3	8	3	1	10		13-3	41 1 6		
			2	7								
			2	7								
276		62 do do do	"		3	1	12		13-3	41 1 6		
277		50 doz. 21 x 44 royal Turkish linen towels, 4	3	5	4	3	5		18-6	46 5 0		
			2	5								
			4	4								
											128	8 0
278		10 ps. 98 in. bleach. linen sheeting	2	4			469	501	2-11½	74 2 2		
			2	0								
			2	1								
279	2½ per cent. net.	10 do do	"				464	500	2-11½	73 19 2		
											148	1 4
280		5 ps. 29-30 in. buff union cholets E 470	2	9	1	1	12	175	6½	4 11 2		
			1	8								
			1	11								
		15 ps. 29-30 in. slate union cholets E 475						525	6⅜	13 18 10		
											18	10 0
281		26 ps. 34-35 in. llama silesias 3029 drab, (2,) slate, (8,) buff, (2,) yellow, (4,) bl'k, (10)	2	1	1	2	22	806. 2	5½	18 9 8		
			1	8								
			1	4								
		2 do do do amber						60	6	1 10 0		
		2 do do do pink						61	6½	1 13 0		
											21	12 8
		Carried forward									6,545	4 9
		Brought forward									6,545	4 9
282		26 p's 34-35 in. llama Silesias, drab 2, slate 8, buff 2, yellow 4, black 10, 3,029	2	1	1	2	23	795	5½	18 4 4		
			1	8								
			1	4								
		2 do do amber						59. 2	6	1 9 9		

	2 do.....do.....pink.....					61. 2	6½	1	13	4			
											21	7	5
283	25 p's 35-36 in. white imperials Pablo y Virginia.....	3	1	1	3	23	40	17-9	22	3	9		
		1	1										
		1	2										
284	25 do.....do.....do.....	"		1	3	21	40	"	22	3	9		
285	25 do.....do.....do.....	"		1	3	21	40	"	22	3	9		
286	25 do.....do.....do.....	"		1	3	21	40	"	22	3	9		
287	25 do.....do.....do.....	"		1	3	23	40	"	22	3	9		
288	25 do.....do.....do.....	"		1	3	22	40	"	22	3	9		
289	25 do.....do.....do.....	"		1	3	21	40	"	22	3	9		
290	25 do.....do.....do.....	"		1	3	21	40	"	22	3	9		
291	25 do.....do.....do.....	"		1	3	21	40	"	22	3	9		
292	25 do.....do.....do.....	"		1	3	23	40	"	22	3	9		
293	25 do.....do.....do.....	"		1	3	23	40	"	22	3	9		
294	25 do.....do.....do.....	"		1	3	23	40	"	22	3	9		
295	25 do.....do.....Eagle.....	"		1	3	24	40	"	22	3	9		
296	25 do.....do.....do.....	"		1	3	22	40	"	22	3	9		
297	25 do.....do.....do.....	"		1	3	24	40	"	22	3	9		
298	25 do.....do.....do.....	"		1	3	23	40	"	22	3	9		
299	25 do.....do.....do.....	"		1	3	23	40	"	22	3	9		
300	25 do.....do.....do.....	"		1	3	22	40	"	22	3	9		
301	25 do.....do.....do.....	"		1	3	27	40	"	22	3	9		
302	25 do.....do.....do.....	"		1	3	24	40	"	22	3	9		
303	25 do.....do.....do.....	"		1	3	26	40	"	22	3	9		
304	25 do.....do.....do.....	"		1	3	27	40	"	22	3	9		
305	25 do.....do.....do.....	"		1	3	26	40	"	22	3	9		
306	25 do.....do.....do.....	"		1	3	24	40	"	22	3	9		
307	25 do.....do.....do.....	"		1	3	23	40	"	22	3	9		
308	25 do.....do.....do.....	"		1	3	26	40	"	22	3	9		
309	25 do.....do.....do.....	"		1	3	27	40	"	22	3	9		
310	25 do.....do.....do.....	"		1	3	24	40	"	22	3	9		
311	25 do.....do.....do.....	"		2	0	2	40	"	22	3	9		
312	25 do.....do.....do.....	"		1	3	26	40	"	22	3	9		
313	25 do.....do.....do.....	"		1	3	24	40	"	22	3	9		
314	25 do.....do.....do.....	"		1	3	24	40	"	22	3	9		
315	25 do.....do.....do.....	"		1	3	25	40	"	22	3	9		
316	25 do.....do.....do.....	"		1	3	27	40	"	22	3	9		
317	25 do.....do.....do.....	"		1	3	27	40	"	22	3	9		

Invoice of merchandise purchased by Stavert, Zigomala & Co.—Continued.

		ft. in.	cwt. qrs. lbs.	yards.				
318	25 do.....do.....do.....	"	1 3 26	40	"	22 3 9		
319	25 do.....do.....do.....	"	1 3 26	40	"	22 3 9		
320	25 do.....do.....do.....	"	1 3 26	40	"	22 3 9		
321	25 do.....do.....do.....	"	1 3 25	40	"	22 3 9		
322	25 do.....do.....do.....	"	1 3 26	40	"	22 3 9		
323	25 do.....do.....do.....	"	1 3 23	40	"	22 3 9		
324	25 do.....do.....do.....	"	1 3 23	40	"	22 3 9		
325	25 do.....do.....do.....	"	1 3 24	40	"	22 3 9		
326	25 do.....do.....do.....	"	1 3 25	40	"	22 3 9		
327	25 do.....do.....do.....	"	1 3 25	40	"	22 3 9		
328	25 do.....do.....do.....	"	2 0 1	40	"	22 3 9		
329	25 do.....do.....do.....	"	2 0 0	40	"	22 3 9		
330	25 do.....do.....do.....	"	1 3 26	40	"	22 3 9		
							1,065 0 0	
331	8 lbs. 1-10 oz. medium tambour sewings, 16 oz. P.& S. 20-30	3 0 2 1 2 2	1 3 9	.....	2-1	16 8		
	8 do.....do.....do.....24-40	.....	.....	.....	2-2	17 4		
	8 do.....do.....do.....30-50	.....	.....	.....	2-3½	18 4		
	8 do.....do.....do.....40-60	.....	.....	.....	2-7	1 0 8		
	8 do.....do.....do.....45-70	.....	.....	.....	2-8½	1 1 8		
	10 do.....do.....do.....50-80	.....	.....	.....	2-11	1 9 2		
	10 do.....do.....do.....55-90	.....	.....	.....	3-1	1 10 10		
	15 do.....do.....do.....60-100	.....	.....	.....	3-3	2 8 9		
	75 lbs.	.....	.....	.....	.....	10 3 5	7,631 12 2	
	75 lbs.	.....	.....	.....	.....	10 3 5	7,631 12 2	
	15 lbs. 1-10 oz medium tambour sewings, 16 oz. P. & S. 70-110	.....	.....	.....	3-8	2 15 0		
	15 lbs. 1-10 oz. medium tambour sewings, 16 oz. P. & S. 80-120	.....	.....	.....	4-2	3 2 6		
	15 lbs. 1-10 oz. medium tambour sewings, 16 oz. P. & S. 90-130	.....	.....	.....	4-9	3 11 3		

332	120 lbs., one case assorted the same	3	0	1	3	3				19	12	2	
		2	1										
		2	2										
333	120 do do	"		1	3	7				19	12	2	
334	120 do do	"		1	3	9				19	12	2	
335	120 do do	"		1	3	8				19	12	2	
													98 0 10
336	25 p's 35-36 in. white imperiales, Pablo y Virginia	3	1	1	3	23	40	17-9		22	3	9	
		1	1				40	"					
		1	2										
337	25 do do	"		1	3	20	40	"		22	3	9	
338	25 do do	"		1	3	21	40	"		22	3	9	
339	25 do do	"		1	3	24	40	"		22	3	9	
340	25 do do	"		1	3	26	40	"		22	3	9	
341	25 do do	"		1	3	24	40	"		22	3	9	
342	25 do do	"		1	3	26	40	"		22	3	9	
343	25 do do	"		1	3	23	40	"		22	3	9	
344	25 do do	"		1	3	21	40	"		22	3	9	
345	25 do do	"		1	3	23	40	"		22	3	9	
346	25 do do	"		1	3	24	40	"		22	3	9	
347	25 do do	"		1	3	25	40	"		22	3	9	
348	23 do do	"		1	3	7	40	"		20	8	3	
349	25 do Eagle	"		1	3	19	40	"		22	3	9	
350	25 do do	"		1	3	22	40	"		22	3	9	
351	25 do do	"		1	3	19	40	"		22	3	9	
352	25 do do	"		1	3	19	40	"		22	3	9	
353	25 do do	"		1	3	19	40	"		22	3	9	
354	25 do do	"		1	3	20	40	"		22	3	9	
355	25 do do	"		1	3	25	40	"		22	3	9	
356	25 do do	"		1	3	22	40	"		22	3	9	
357	25 do do	"		1	3	19	40	"		22	3	9	
358	25 do do	"		1	3	19	40	"		22	3	9	
359	25 do do	"		1	3	17	40	"		22	3	9	
360	25 do do	"		1	3	21	40	"		22	3	9	
361	25 do do	"		1	3	25	40	"		22	3	9	
362	25 do do	"		1	3	22	40	"		22	3	9	
363	25 do do	"		1	3	25	40	"		22	3	9	
364	25 do do	"		1	3	26	40	"		22	3	9	
365	25 do do	"		1	3	25	40	"		22	3	9	

Invoice of merchandise purchased by Stavert, Zigomala & Co.—Continued.

		ft. in.	cwt.	qrs.	lbs.	yards.				
366	25 p's 35-36 in. white imperiales, Pablo y Virginia	"	1	3	27	40	"	22 3 9		
367	25 do do	"	1	3	23	40	"	22 3 9		
368	25 do do	"	1	3	23	40	"	22 3 9		
369	25 do do	"	1	3	24	40	"	22 3 9		
370	25 do do	"	1	3	25	40	"	22 3 9		
371	25 do do	"	1	3	24	40	"	22 3 9		
372	25 do do	"	1	3	22	40	"	22 3 9		
373	25 do do	"	1	3	23	40	"	22 3 9		
374	25 do do	"	1	3	22	40	"	22 3 9		
375	25 do do	"	1	3	22	40	"	22 3 9		
376	25 do do	"	1	3	27	40	"	22 3 9		
377	25 do do	"	1	3	24	40	"	22 3 9		
378	25 do do	"	1	3	23	40	"	22 3 9		
379	25 do do	"	1	3	24	40	"	22 3 9		
380	25 do do	"	1	3	23	40	"	22 3 9		
381	25 do do	"	1	3	26	40	"	22 3 9		
382	25 do do	"	1	3	21	40	"	22 3 9		
383	25 do do	"	1	3	23	40	"	22 3 9		
384	25 do do	"	1	3	24	40	"	22 3 9		
385	25 do do	"	1	3	22	40	"	22 3 9		
386	25 do do	"	1	3	23	40	"	22 3 9		
387	23 do do	"	1	3	10	40	"	20 8 3		
									1,150 4 0	
	Carried forward								8,879 17 0	
	Bro't forward								8,879 17 0	
388	18 p's 23-24 in. Batiste delaines, 3,030, black 5, brown 13	2 2 1 8 1 7	1	1	16	30	9-9	8 15 6		
	3 do orange					30	9-10	1 9 6		
	6 do d'k green 3, crimson 3					30	10-6	3 3 0		
	3 do pink					30	11-6	1 14 6		
									15 2 6	

389	8 p's 51-52 in. mixed sealskins	2 4 1 10 3 1	2 1 17	184.3	2-9	25 8 1	
Truss.	26-954 26.26 25-955 20.21-957 20.19-958.						25 8 1
390.1	5 ends 24-26.2 in. fancy colored cassimeres, 60	2 4 2 3 2 2	3 1 22	166.1 for 162	6	4 1 0	
	5 do do do 75			176.1 for 171.3	7½	5 7 4	
	5 do do do 85			176.1 for 171.3	8½	6 1 8	
2	5 do do do 60			162.2 for 158.1	6	3 19 1	
	5 do do do 75			180 for 175.1	7½	5 9 6	
	5 do do do 85			175.3 for 171	8½	6 1 2	
391.3	5 do do do 60	"	3 1 19	163 for 158.3	6	3 19 4	
	5 do do do 75			177.1 for 172.2	7½	5 7 10	
	5 do do do 85			176.3 for 172	8½	6 1 10	
4	5 do do do 60			163.2 for 159.1	6	3 19 8	
	5 do do do 75			177.3 for 173	7½	5 8 1	
	5 do do do 85			176 for 171.1	8½	6 1 4	
392.5	5 do do do 60	"	3 1 18	163.2 for 159.1	6	3 19 7	
	5 do do do 75			176.3 for 172	7½	5 7 6	
	5 do do do 85			175.2 for 170.3	8½	6 0 11	
6	5 do do do 60			159.3 for 155.2	6	3 17 9	
	5 do do do 75			177.1 for 172.2	7½	5 7 10	
	5 do do do 85			176.1 for 171.2	8½	6 1 6	
393.7	5 do do do 60	"	3 1 21	163 for 158.3	6	3 19 4	
	5 do do do 75			177 for 172.1	7½	5 7 8	
	5 do do do 85			177 for 172.1	8½	6 2 0	
8	5 do do do 60			163.3 for 159.2	6	3 19 9	
	5 do do do 75			179.3 for 175	7½	5 9 4	
	5 do do do 85			175.1 for 170.2	8½	6 0 9	
394.9	5 do do do 60	"	3 1 18	166.1 for 162	6	4 1 0	
	5 do do do 75			175.1 for 170.2	7½	5 6 7	
	5 do do do 85			175 for 170.1	8½	6 0 9	
10	5 do do do 60			162.3 for 158.2	6	3 19 3	
	5 do do do 75			177.2 for 172.3	7½	5 7 11	
	5 do do do 85			174.3 for 170	8½	6 0 5	
395.11	5 do do do 60	"	3 1 8	160.3 for 156.2	6	3 18 3	
	5 do do do 75			175.2 for 170.3	7½	5 6 8	

Invoice of merchandise purchased by Stavert, Zigomala & Co.—Continued.

		ft. in.	cwt. qrs. lbs.	yards.			
12	5 ends 24 2-26.2in. fancy colored cassimeres 85			175.3 for 171	8½	6 1 2	
	5 ..... do ..... do 60			162 for 157.3	6	3 18 10	
	5 ..... do ..... do 75			179 for 174.1	7½	5 8 11	
396.13	5 ..... do ..... do 85			176 for 171.1	8½	6 1 3	
	5 ..... do ..... do 60	"	3 1 10	163.2 for 159.1	6	3 19 5	
	5 ..... do ..... do 75			177.2 for 172.3	7½	5 7 11	
14	5 ..... do ..... do 85			176.3 for 172	8½	6 1 10	
	5 ..... do ..... do 60			161 for 156.3	6	3 18 4	
	5 ..... do ..... do 75			178.2 for 173.3	7½	5 8 7	
397.15	5 ..... do ..... do 85			176.1 for 171.2	8½	6 1 6	
	5 ..... do ..... do 60	"	3 1 12	162.2 for 158.1	6	3 19 1	
	5 ..... do ..... do 75			177 for 172.1	7½	5 7 6	
16	5 ..... do ..... do 85			177.3 for 173	8½	6 2 6	
	5 ..... do ..... do 60			160.1 for 156	6	3 18 0	
	5 ..... do ..... do 75			179 for 174.1	7½	5 8 11	
398.17	5 ..... do ..... do 85			176.2 for 171.3	8½	6 1 8	
	5 ..... do ..... do 60	"	3 1 14	163.1 for 159	6	3 19 6	
	5 ..... do ..... do 75			173.1 for 168.2	7½	5 5 4	
18	5 ..... do ..... do 85			176.3 for 172	8½	6 1 10	
	5 ..... do ..... do 60			163.1 for 159	6	3 19 6	
	5 ..... do ..... do 75			178.2 for 173.3	7½	5 8 7	
	5 ..... do ..... do 85			178.2 for 173.3	8½	6 3 1	
	Carried forward					277 15 10	8,920 7 7
Truss.	Bro't forward					277 15 10	8,920 7 7
399.19	5 ends 24½-26½ in. fancy colored cassimeres, 60	2 4 2 3 2 2	3 1 14	165 for 160.2	6	4 0 3	
	5 ..... do ..... do 75			177.3 for 173	7½	5 8 1	
	5 ..... do ..... do 85			176.3 for 172	8½	6 1 10	
20	5 ..... do ..... do 60			163 for 158.3	6	3 19 5	
	5 ..... do ..... do 75			178 for 173.1	7½	5 8 3	
	5 ..... do ..... do 85			176.1 for 171.3	8½	6 1 8	

400. 21	5	do	do	60	"	3 1 12	162. 3	for 158. 2	6	3	19 3
	5	do	do	75			179. 2	for 174. 3	7½	5	9 2
22	5	do	do	85			174. 3	for 170	8½	6	0 5
	5	do	do	60			162. 1	for 158	6	3	19 0
	5	do	do	75			179. 2	for 174. 3	7½	5	9 2
401. 23	5	do	do	85			172. 1	for 167. 2	8½	5	18 8
	5	do	do	60	"	3 1 12	162. 1	for 158	6	3	19 0
	5	do	do	75			178. 2	for 173. 3	7½	5	8 7
24	5	do	do	85			177. 2	for 172. 3	8½	6	2 4
	5	do	do	60			163. 2	for 159. 1	6	3	19 8
	5	do	do	75			176. 2	for 171. 3	7½	5	7 4
402. 25	5	do	do	85			175. 2	for 170. 3	8½	6	0 11
	5	do	do	60	"	3 1 14	162. 2	for 158. 1	6	3	19 1
	5	do	do	75			177. 1	for 172. 2	7½	5	7 10
26	5	do	do	85			179	for 174. 1	8½	6	3 5
	5	do	do	60			165. 1	for 160. 3	6	4	0 4
	5	do	do	75			178. 2	for 173. 3	7½	5	8 7
403. 27	5	do	do	85			179. 3	for 175	8½	6	3 11
	5	do	do	60	"	3 1 13	163. 1	for 159	6	3	19 6
	5	do	do	75			176. 1	for 171. 2	7½	5	7 2
28	5	do	do	85			175. 2	for 170. 3	8½	6	0 11
	5	do	do	60			162. 1	for 158	6	3	19 0
	5	do	do	75			176. 3	for 172	7½	5	7 6
404. 29	5	do	do	85			174	for 169. 1	8½	5	19 10
	5	do	do	60	"	3 1 15	163. 1	for 159	6	3	19 6
	5	do	do	75			176. 1	for 171. 2	7½	5	7 2
30	5	do	do	85			179. 2	for 174. 3	8½	6	3 9
	5	do	do	60			164. 2	for 160. 1	6	4	0 2
	5	do	do	75			178	for 173. 1	7½	5	8 3
405. 31	5	do	do	85			177	for 172. 1	8½	6	2 0
	5	do	do	60	"	3 1 22	160. 3	for 156. 2	6	3	18 3
	5	do	do	75			177. 3	for 173	7½	5	8 1
32	5	do	do	85			178	for 173. 1	8½	6	2 9
	5	do	do	60			167. 2	for 163	6	4	1 6
	5	do	do	75			179. 3	for 175	7½	5	9 5
406. 33	5	do	do	85			181. 2	for 176. 3	8½	6	5 2
	5	do	do	60	"	3 1 16	158. 1	for 154	6	3	17 0
	5	do	do	75			176. 2	for 171. 3	7½	5	7 4
	5	do	do	85			177. 2	for 172. 3	8½	6	2 4

Invoice of merchandise purchased by Stavert, Zigomala & Co.—Continued.

		ft. in.	cwt. qrs. lbs.	yards.			
34	5 ends 24½-26½ in. fancy colored cassimeres, 60			166.2 for 162	6	4 1 0	
	5 do do 75			176.2 for 171.3	7½	5 7 4	
	5 do do 85			178.1 for 173.2	8½	6 2 11	
407.35	5 do do 60	"	3 1 16	159 for 154.3	6	3 17 5	
	5 do do 75			176.3 for 172	7½	5 7 6	
	5 do do 85			176.1 for 171.3	8½	6 1 8	
36	5 do do 60			165.1 for 160.3	6	4 0 4	
	5 do do 75			179.3 for 175	7½	5 9 5	
	5 do do 85			177.1 for 172.3	8½	6 2 4	
408.37	5 do do 60	"	3 1 17	165 for 160.2	6	4 0 3	
	5 do do 75			176.1 for 171.2	7½	5 7 2	
	5 do do 85			178 for 173.1	8½	6 2 9	
38	5 do do 60			160.3 for 156.2	6	3 18 3	
	5 do do 75			178.1 for 173.2	7½	5 8 5	
	5 do do 85			179.3 for 175	8½	6 4 0	
	Carried forward					587 9 4	8,920 7 7
	Bro't forward					587 9 4	8,920 7 7
Truss.							
409.39	5 ps. 24.2-26 2 in fancy colored cassimeres 60	2 4 2 3 2 2	3 1 11	160.3 for 156.2	6	3 18 3	
	5 do do 75			176.1 for 171.2	7½	5 7 2	
	5 do do 85			174.2 for 169 3	8½	6 0 3	
40	5 do do 60			163 1 for 159	6	3 19 6	
	5 do do 75			178.1 for 173 2	7½	5 8 5	
	5 do do 85			176 for 171.1	8½	6 1 3	
							618 4 2
410	10 blankets, white, 60 x 75	2 8 2 6 2 4	2 2 3		3·9	1 17 6	
	55 do blue do				4	7 0 0	
	55 do scarlet do				5	13 15 0	
411	100 blankets, one bale, same assortment	"	2 2 7			22 12 6	

412	100.. .....do.....do.....	"	2 2 8			22 12 6		
413	100.....do.....do.....	"	2 2 6			22 12 6		
414	8 blankets, white, 60 x 75.....	"	2 1 19		3-9	1 10 0		
	33...do...blue....do.....				4	6 12 0		
	54...do...scarlet..do.....				5	13 10 0	112 2 0	
415	1 case containing patterns, &c , of the above.....							
							9,650 13 9	
	60-234, 266-9, 273-7, 281-414, discount *a* 1½ p. c. off, £8,639.15s. 5d.....					108 0 0		
	235-55, 278-80, discount *a* 2½ p. c. off, £780.11s.4d.....					19 12 2		
	275-7, discount *a* 10 p. c. off, £12 8s. less £1. 12s.1d, £126.15s.11d					12 13 7	140 5 9	
							9,510 8 0	
	Commission 2½ p. c.....						237 15 2	
	Cash.....						9,748 3 2	

Errors excepted.
Manchester, 26th June, 1863.

STAVERT, ZIGOMALA & CO.

Joseph Walsh, esq., Montery, Mexico,

To Stavert, Zigomala & Co., Dr.

For packing charges on shipment per Dashing Wave.

W.—J.		£	s	d
60–69	10 baling double wrapper oil cloth bags, &c., *a* 7s. 3d	£3	12	6
70–79	10 baling double wrapper oil cloth boards, &c., *a* 7s. 6d		3 15	
	Making up 510 pieces, *a* 1d		2 2	6
80–99	20 baling double wrapper O. C. boards, &c., *a* 7s. 6d		7 10	
	Making up 971 pieces, *a* 1d		4 0	4
100–169	70 baling double wrapper O. C. boards, &c., *a* 7s. 6d		26 5	
	Making up 3,508 pieces, *a* 1d		14 12	4
170–79	10 baling double wrapper O. C. boards, &c., *a* 7s. 6d		3 15	
180–84	5 case oil cloth, &c., *a* 8s. 6d		2 2	6
	Making up in paper 100 ends, *a* 4d		1 13	4
185–234	50 baling D. W. oil cloth boards, &c., *a* 7s		17 10	
235	1 box oil cloth, making up, &c., *a* 13s 6d		13	6
236	1 box oil cloth, making up, &c., *a* 14s		14	
237	1 box oil cloth, making up, &c., *a* 14s. 6d		14	6
238-41	4 box oil cloth, making up, &c., *a* 14s		2 16	
242	1 box oil cloth, making up, &c., *a* 14s. 6d		14	6
243	1 box oil cloth, making up, &c., *a* 15s.		15	
244-5	2 sheet boards, making up, *a* 18s. 3d 36-6 17 yds. domestic, *a* 9s6d.		2 6	
246-7	2 box oil cloth packing, &c., *a* 18s.		1 16	
248–9	2 sheet boards, making up, *a* 18s 3d 36-5 17 yds. domestic, 9s. 6d		2 6	
250 51	2 box oil cloth, making, up *a* 13s. 6d		1 7	
252-55	3 ditto ditto 14s. 6d		2 18	
256-65	10 ditto ditto 13s. 6d		6 15	
	$235-55 Glasgow charges, postages, cartages, 10s. 6d, fire insuarance 12s. 6d		1 3	
	256-65, 278-9 Glasgow charges, postages, cartages 5s. 6d., fire insurance 7s. 8d		13	2
266	1 case, &c., *a* 6s. 3d.		6	3
267	1 making up in bl'k gilloting, gilt letters, 45s, baling 7s. 9d.; 8¼ yds. domestic 7d, 5s		3 7	9
268	1 making up in bl'k gillotting, 10 ends, *a* 2s., 20s., bailing A. W. O. C. &c., *a* 15s.		1 15	
269	1 case, &c., *a* 10s. 9d.		10	9
	266-69 carriage from Bradford		16	7
273-4	2 case, oil cloth ticketing, &c., *a* 9s.		18	
275-6	2 ditto parceling, &c., *a* 21s	2	2	
277	1 ditto ditto 25s. 6d	1	5	6
278-9	2 box, oil cloth, packing, &c., *a* 14s. 6d	1	9	
	Carried forward	125	1	7

		Bro't forward	125	1	7		
280		1 case, oil cloth, &c., *a* 6s.		6			
281-2		2.....do.....ticketing, &c., *a* 7s.		14			
283-330		48 baling double wrapper oil cloth bds, &c., *a* 6s. 3d	15				
331-5		5 tin cases *a* 8s. 9d, £2.3s.9d,5 wood cases *a* 9s. 6d, £2.7s.6d	4	11	3		
336-87		52 baling double wrapper oil cloth bds., &c., *a* 6s. 3d	16	5			
388		1 case oil cloth ticketing, &c., *a* 8s.		8			
389		1 baling double wrapper o. c., &c., *a* 12, making up in tillotts, 8 ps., *a* 2s. 16d	1	8			
390-409		20 baling single wrapper o. c., re-covering rope, &c., *a* 13s., £13.0s 0d, making up 600 ends, *a* 3s., 150s	20	10			
410-14		5 baling double wrapper oil cloth bags' &c., *a* 10s. 6d	2	12	6		
						£186	16 4
60-69, 70-9, 80-9, 100-69, 170-9, 185-234, 283-330, 336-87, 389, 410-14, 268, 390-409		277 bales containing 8½ yds. calico, yds in each bale 2,354.2, *a* 7	68	13	6		
		20 bales containing 17 yds. in each bale, 340, *a* 7d	9	18	4		
						78	11 10
		$60 9, 10 patterns *a* 6, 5; 70.9, 10, *a* 2, 20; 80-99, 20, *a* 2 6, 2 10; 100.-169, 70, *a* 2 6, 8 15 0; $170.9 10, *a* 6, 5; 180.4, 5, *a* 1 3, 6 3; $235, 9-12 doz. h'dks, *a* 5 3, 3 11; 236, 10-12, *a* 5 10½. 4 10; 237, 1 3-12, *a* 5 1½, 6 5; 238-41,3, 11-12, *a* 3 4½, 13 1; 242, 5-12, *a* 5 3, 2 1; 243, 11-12, *a* 5, 4 7; 244-9, 3 books *a* 1 9, 5 3; 250.1, 1 2-12 doz., ha'ks, *a* 4 9, 5 7; 252.5, 2 doz., *a* 3 5, 6 10; 256.65, 2 doz., *a* 4 6, 9; 273.4, 2 patterns, *a* 6, 1; 275.6, 1-12 doz towels *a* 13 3, 1 1; 277, 1-12 doz. towels, *a* 18 6, 1 7; 278.9, 1 book, *a* 1 9: 281.2, 2 patterns, *a* 6, 1; 388, 1 pattern *a* 6; 389, 1, *a* 1; 390.409, 40, *a* 1 6,						
415	2.5 1.8 1.10	£3; 410, 1 blanket, 3 9	20	3	6	20	3 6
		1cwt. 3qr. 4lbs., case containing above patterns and samples, 1 blanket, *a* 4s., 1 *a* 5s				8	
		Cash				285	19 8

Errors excepted.
Manchester, 26th June, 1863.

STAVERT, ZIGOMALA & CO.

(Copy.)

LIVERPOOL, 29 *July*, 1863.

Messrs. Stavert, Zigomala & Co., to E. Frodsham & Hardman, Drs.

For charges per Dashing Wave, for Matamoros, to Messrs. Milmo & Co., for account of Joseph Walsh, esqr., Monterey:

W—J

60-179, 185-234, 244-245, 248-249, 267-268, 283-330, 336-387, 389-414,	302 bales.
180-184, 235-243, 246-247, 250-266, 269-273, 282, 331-335, 388.	50 cases.
415. sample case	352 p'k'ges.

	£.	s.	d.
Bills lading	0	2	0
Carriage on 349 p'k'ges and samples	16	19	3
Receipts for consular inv'ce	0	18	0
Freight to Matamoros	163	1	6
Customs' dues and expense shipping	13	2	6
Commission, *a* 1s. each on 352 p'k'ges	17	12	0
	211	15	3

266-267-269 carriage paid.

4

GENTLEMEN: Inclosed we have the pleasure of transmitting you documents for a shipment to your address by this conveyance.

Very respectfully, yours,

E. FRODSHAM & HARDMAN.

Invoice in the letter bag. Receipts for two parcels inclosed.

Carriage to Liverpool—sundry porterage, (shut out of the Labnam steamer,) and to Dashing Wave. Freight, 2s. 6d.; other expenses, 2s. Total expenses, 4s. 6d. each parcel.

Consular receipt for invoice is inclosed.

Received in good order on board the Dashing Wave, for Matamoras, lying in Salthouse dock. Cart, . From E. Frodsham & Hardman, 19 August, 1863, one parcel addressed Milmo & Co., Matamoras. Freight 2s. 6d. in full, paid in Liverpool.

JOHN RIVE, *Master*.

Received in good order on board the Dashing Wave, for Matamoras, lying in Salthouse dock. Cart, . From E. Frodsham &

Hardman, 19 August, 1863, one parcel addressed Joseph Walsh, Monterey. Care of Milmo & Co., Matamoras. Freight 2s. 6d. in full, paid in Liverpool.

JOHN RIVE, *Master*.

No. 8.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura de los Sres. Stavert, Zegomla y Ca., que contiene (353) tres ciento cincuerta y tres bultos de mercancias con la marca al margen, a bordo del buque Dashing Wave, con destino a Matamoros.

Y para que conste doy la presente firmada por mi en Liverpool, a 1 de Set'bre, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

N. 8.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Messrs. Stavert, Zigomla & Co., which contains (353) three hundred and fifty-three packages of merchandise, with the mark on the margin, on board of the vessel Dashing Wave, with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 1st of September, eighteen hundred and sixty-three.

(Sign) JOSE M. PASTOR.

Fde L &c. 2 boxes, £12,000.

Freight, 1 pc	£120 0 0
Primage, 5 pc	6 0 0
	126 0 0

Sealed as per seal annexed, to be delivered unbroken.

Freight to be paid here one month after sailing, vessel lost or not lost.

Goods to be taken from alongside ship's tackle outside the bar at receiver's risk and expense, within ten days after arrival, or pay £660 per day demurrage. Weight and contents unknown.

JOHN RIVES.

Shipped in good order and condition, by Francisco de Lizardi & Co., of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, Mexico, two boxes, said to contain six thousand sovereigns each—all British property, being marked and numbered as per margin; and are to be

delivered in the like good order and condition, at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Sr. Dn. Jose San Roman, or to his assigns, he or they paying freight for the said goods in Liverpool, as per margin, and average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to three bills of lading, all of this tenor or date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this second day of September, 1863. No goods contraband of war being on board.

[Stamp, 6d.]

Invoice of two boxes shipped by the undersigned on board the British brig "Dashing Wave," Captain Rive, bound for the port of Matamoras, in the Mexican republic, and consigned to Sr. Dn. Jose San Roman:

Fde L. &c.—2 (two) boxes containing each 6,000 (six thousand) sovereigns. Total value £12,000 (twelve thousand pounds) sterling.

Liverpool, 1 September, 1863.

F. DE LIZARDI & CO.
THOS. HIBBERT.

B.

LONDRES, 21 *Augosto*, 1863.

Sor. D'n Jose San. Roman, Matamoros:

Muy sor. ntroy amigo: En el brigantin "Dashing Wave," embarcarimos segun las instrucciones de Mr. H. N. Caldwell, las £12,000 en oro de que hablumos a V. en n'carta de 1o del c'te. Este buque saldra de Liverpool pa. ese puerto del 25 al 31 del crr'te. El oro ira consignado a V. y tanto por el mismo buque como por otros conductor le enviarrmas los conocimientos. Estas £12,000 serviran para comprar algouon en esa plaza o en Texas dunde lo preferencia en Matamoros por muchos rajones, entre otres y muy importantes por la mayor prontitud con que podra completures la operacion. El algadon sera embarcado por V. a n. consignacion, condutino a Liverpool.

Para completa los £12,000 adelantarimos a M. Caldwell £5,000 algomas, a parte del valor aproximado de sus 90 bales algodon pr. "Magicienne" bajo la espresa condicion de que Vd. decidira si la suma que adelantamos diberi o no empleorse en algodon segun sean entonas las circunstancios, la opinion de V. sobre el particular. Si al ricibo de utas £12,000 creyese V. que la guerra en los E's Unidos esteniese proximo a terminarse a hubiese rumores fundados de que pudeise suceder, o tuveise V. motivos para crailo, si elprecio del algodon en esa puese demasindo subido en el concepto de V. o existeran caalesquiera otras causas que le hicuien a V. considerar poco prudente la operacion, no deberan estonees emplarse en algadon las £5,000 de n. adelanto a Mr. Caldwell, sino que en cualquiera de esos

cusos se servira V. dia olvernos las ya sea en oro o en plata, o como mas conveniente considere Vd. (a menos que prefiriese Vd. tomarlas por su cuenta) siendo por cuenta de Mr. Caldwell los quitos del relorno a cuyo efecto, a cuyo efecto V. se servira tomarlos de las otras £7,000 de dho Sor. El emples de otras £5,000 queda pues enteram'te a la direccion de V.

Acompanamos copias delas cartas que sobre el particular han mediado entre Mr. Caldwell y nosotros.

S'r V. cree conveniente la operacion indicado queda convenido con dicho S'or que el envio del algodon se hara con toda la actividad que sea posible, aprovuhandose la primera ocasion que se presente, pues a las altos precios actuales de este lunage tomas de opinion que la prudencia esigs que las operais en el sean tan rapidas como posible. Si para completar la consignacion de algodon que nos haya Mr. Caldwell deba girarse s. Londres alguna contidad desen erte Sor autoricemos a V. para que la gire a n. cargo, pero siempre entenitiendose que asi como el recto de la operacion quedo sujeto a la que V. retuelua com lo cual estomas conformes.

He mos consiguido que el "Dashing Wave" vaya consignado a V. Mr. Caldwell deseaba se flitare de regreso condicionalmente, sugeto a la ratifieve'n de V. a la llegada del buque a ese puerto, por si hubiise entonees escusez de buques, puo los duenos se han rehusado y solo seha padido conseguir que lo consigner a V.

El Sor. Caldwell va pasagero con su exposa por el mismo Dashing Wave y nas encarga supliquemos a V. se sirva comunicar a su socio Mr. Poole los detalles de esta operacion.

Sin mas por hoy nos reiteramos de Vd. Apms. Ams. S. S. 2 B. S. M.

(Firmado) F. DE LIZARDI & CO.

[Translation.]

LONDON, *August* 21, 1863.

Senor Don Jose San. Roman, Matamoras:

DEAR SIR AND FRIEND: According to the instructions of Mr. H. N. Caldwell, we shall ship in the brig Dashing Wave the £12,000 in gold of which we speak to you in our letter of the first instant. This vessel will leave Liverpool for that port from the 25th to the 31st instant. The gold will go consigned to you, and we shall send the lading bills as well in that vessel as by other means conveyance. These £12,000 will serve to buy cotton, either in that place or in Texas, giving the preference to Matamoras for many reasons, amongst others and most important ones for the greater promptitude with which the business transaction may be able to be completed. The cotton is to be shipped by you to our consignment with destination for Liverpool.

In order to make up the £12,000 we shall advance to Mr. Caldwell some £5,000 more, apart from the approximate value of his 90 bales of cotton shipped by the, Magicienne under the express condition that you should decide whether or not the sum which we advance is to be employed for cotton, according to what then the

circumstances and your own opinion on the particulars may be. If at the reception of these £12,000 you should believe that the war in the United States might be near to come to an end, or that you should have reliable rumors of what might happen, or that you should have motives to believe that the price of cotton, in your own judgment, might suddenly rise to excess, or if there should exist any other causes whatever which might induce you to look upon the business transaction as little prudent, then the £5,000 of our advance to Mr. Caldwell are not to be employed for cotton; if not in any one of these cases whatever, you will please to return them to us, in gold or silver, either immediately or at your own better convenience, (unless you should prefer to take them on your own account,) as the costs of the return are charged to the account of Mr. Caldwell, for which purpose you might serve yourself by taking them from the other £7,000 of the said gentleman. The disposal of said £5,000 remains then entirely to your own direction.

We inclose copies of the letters which have been exchanged on this particular between Mr. Caldwell and ourselves.

If you should believe that the business transaction mentioned above is a profitable one, it remains agreed upon with said gentleman that the tramsmission of the cotton will be made with as much rapidity as possible, taking advantage of the first opportunity which presents itself; we are moreover of opinion that at the present high prices of that (article?) prudence requires that transactions should be made as rapidly as possible. If in order to complete the consignment of cotton which Mr. Caldwell may make for us, that gentleman is to draw on London for any amount he desires; we authorize you to draw on our account, but always with the understanding that in the same manner as the remainder of the transaction. This is to remain subject to what you may resolve, with which we are acquiescent, whatever it may be.

We have obtained that the Dashing Wave may go consigned to you. Mr. Caldwell wished conditionally to freight (the vessel) on its return, subject to your ratification at the arrival of the vessel in that port, in case there should be a scarcity of vessels at that time; but the owners have refused, and he has only been able to obtain that they consigned it (the vessel) to you.

Mr. Caldwell goes as passenger, with his wife, by the same "Dashing Wave," and he charges us to request you that you might please to communicate to his partner, Mr. Poole, the details of this business transaction.

Without anything further for to day, we reiterate to you, &c., &c.

(Signed) F. DE. LIZARDI.

No. 9.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura de los Senores F. de Lizardi &

Ca., que contiene (2) dos bultos de dinero con la marca al margen, a bordo del buque Dashing Wave, con destino a Matamoros.

Y para que conste doy la presente firmada por mi en Liverpool, a 1 de Setiembre, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation]

N. 9.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, Mexican consul at Liverpool:

I certify to have received the invoice of Messrs. F. de Lizardi & Co., which contains (2) two packages of money, with the mark on the margin, on board of the vessel Dashing Wave, with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 1st of September, eighteen hundred and sixty-three.

(Sign) JOSE MA. PASTOR.

A.

LONDRES, 29 *Agosto*, 1863.

S'r D'n Jose San Roman, Matamoras:

MUY SR MO Y AMIGO: Acompanamos a V. conocim'to de F L and C, 2 capas con £6,000 en oro cada una, enfunto £12,000, que a su consignacion hemos embarcado en el buque Ingles Dashing Wave, proximo a salir con destino a ese Puerto y que conducira tambien la presente carta. A la llegada de dicho buque a ese Puerto sirvase V recoger a su poder las £12,000 en oro que le enviamos, y que deberan servir pa. comprar algodon que nos sera remitido segun tenemos manifestado a V en mas ultimas cartas y principalm'te, en la de 21 del con'se cuyo duplicado adjunto confirmamos.

El Dashing Wave va consignado a V, y en el va como pasagero el S'r Caldwell.

Nros mercados de algodon estan muy firmes y animados: hemos vendido ya la mayor parte de los que nos envio V por el Ajax, pero nos referimos pa. los pormenores a u carta del 1 de Set're. por el Paquete ingles via Tampico que debera Uegar a poder de V, antes que la presente.

Nos repetimos de Vs. Afur's am's, y S. S. Q. B. S. M.

F. DE LIZARDI & CO.

[Translation.]

LONDON, *August* 29, 1863.

Senor Don Jose San Roman, Matamoras:

DEAR SIR AND FRIEND: We adjoin the lading bill of two cases, marked F L and C, each case containing £6,000 in gold, making together £12,000, which we have shipped to your consignment in

the Dashing Wave, an English vessel, which is to depart with destination for that port in a short time, and which will also convey the present letter.

At the arrival of said vessel in that port, you will please to receive to your credit the £12,000 in gold we send, and which are to be used for buying cotton, the latter to be transferred to us in accordance with the explanation we have made to you in our last letters, and especially in that of the 21st inst., the adjoined duplicate of which we corroborate.

The Dashing Wave goes consigned to you, and Mr. Caldwell goes in it as passenger.

We cotton merchants are very firm, and much encouraged. We have already sold the greater part of what you have sent us by the Ajax; but for details we refer to our letter of September 1st by the English packet, by way of Tampico, which will arrive to your disposal before the present one.

We reiterate to you, &c., &c.

(Signed) F. DE LIZARDI & CO.

28 MERSEY STREET, LIVERPOOL, *September 9th*, 1863.

J. San Roman, esq.:

SIR: The Dashing Wave being about to sail hence for Matamoras, I avail myself of the opportunity to thank you for the kindness Capt. Stanbury tells me he received from you while there. I propose sending the Magicienne again to the Gulf of Mexico, and I expect her destined port will be Vera Cruz, with a cargo of coal on ship's acc't. On her arrival there she will be open for a return charter. I shall therefore be much obliged if you would kindly drop Capt. Stanbury a line, addressed to that port, and state whether you can offer him a freight or any inducement to bring the "Magicienne" to Matamoras, to load homewards.

I am, respectfully, sir, your most obedient servant,

WM. L. P. COX.

(Copy.)

LONDON, *August* 17, 1863.

Messrs. F. de Lizardi & Co., London:

GENTLEMEN: In view of the uncertain state of our political affairs, I have concluded not to purchase goods to take to Mexico, as was my original intention, and purpose instead to take gold to purchase cotton, provided I can arrange with you to advance us, say, about five thousand pounds in addition to the proceeds of the 137 bales of cotton per Angelita, less the three thousand pounds drawn against it by our Mr. Poole, to the credit of J. San Roman, and the approximate estimated proceeds of the 90 bales to arrive per "Magicienne," say three thousand pounds, which, with the three thousand pounds I have in bank, will give us about twelve thousand pounds to operate with. I propose that you should ship the whole of this amount to our mutual

friend, J. San Roman, at Matamoras, Mexico, as your own property, covering the same fully by insurance, including the war risk, leaving it discretionary with Mr. San Roman whether the five thousand pounds advanced by you over and above the advance on the 90 bales per Magicienne shall be invested by us in cotton or not. I also desire that you authorize Mr. San Roman to value on you for our acc't for such further amount as he may consider prudent and safe to invest in cotton, we agreeing on our part that all cotton purchased by us with the aforesaid advances shall be consigned for sale to you.

Your's, &c.,

H. N. CALDWELL,
Of the firm of Caldwell & Poole.

N. B.—I will take this opportunity to state that as Mr. Poole is an equal partner with me in all business transactions you will please regard all his acts and instructions in my absence the same as my own.

H. N. C.

(Copy.)

LONDON, *August* 18, 1863.

H. N. Caldwell, esq., present:

DEAR SIR: Your favor of yesterday's date is in our possession, but before proceeding to reply thereto, we beg to acknowledge having received from you this day by check £3,037 10 8, and passed the amount to your credit in account.

Your said favor confirms the conversation we have lately had about shipments to Mexico, and having given up your intention to purchase goods for that part, you now purpose taking out gold instead—say to the extent of twelve thousand pounds, the same to be shipped by us to the consignment of our mutual friend, Dn. J. San Roman, at Matamoras, and covered by insurance, including the war risk. To enable you to effect this purpose, you propose that we should advance you about £5,000 (five thousand pounds) besides the estimated value of 90 bales cotton belonging to you and coming to our consignment in the "Magicienne," say £3,000, which sums, with the others enumerated by you, and already in our possession, are considered sufficient, or nearly so, to complete the required sum before mentioned, and which is to be employed in the purchase of cotton in Texas or Matamoras, preference being given to the latter place, and to be consigned to us for sale on your account through Mr. San Roman, who is to have discretionary power over the £5,000 advanced by us, and decide whether the same shall, on its arrival at Matamoras, be invested in cotton or returned to us.

In reply to the foregoing we hereby consent to advance you the £5,000, or thereabouts, required to complete the £12,000, and further undertake to ship the latter sum in gold (English sovereigns we presume you want) per "Dashing Wave," a vessel selected by yourself, and now loading at Liverpool, and to follow your instructions thereon before alluded to. It is understood that in the event of Mr.

San Roman not deeming it advisable to employ the £5,000 in cotton, that our said advance shall be returned to us either in specie or otherwise, all expenses to be borne by yourself. We shall write Mr. San Roman by the next mail giving him full instructions upon this subject, as also concerning his future drawings upon us on account of your firm.

We remain, dear sir, yours truly,
(Signed) F. DE LIZARDI & CO.

Filed Mch. 24, 1864.

K. LOEW.

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage.

E DO	71–89.	19 bales.
		1 bale samples.
[K]	1–4.	4 cases.
	37.	1 bale.
	2.	1 parcel samples.
[K] R	1–2.	2 cases.
	3.	1 keg.
	4–25.	22 cases.
		1 case samples.
DO M	8–17.	10 bales.
	28–72.	45 bales.
	2.	7 bales.
	3.	12 bales.
	7.	23 bales.
	2.	1 case samples.
Total,		150 packages.

Measuring:

735 ft. 4 in., P *a* 50s.	£45	19	2
Primage 10 p. c.	4	11	11
	50	11	1

Shipped, in good order and condition, by John Meek, in and upon the good ship or vessel called the Dashing Wave, whereof J. Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, one hundred and seventeen bales twenty-eight cases, one keg merchandise, two cases, one bale, and one parcel samples, being marked and numbered as per margin; and are to be delivered, in the like good order and condition, at the aforesaid port of Matamoros, (all and every the dangers and accidents of the seas and navigation, of whatsoever kind or nature, ex-

cepted,) unto Messrs. Droege, Oetling & Co., or to their assigns; he or they paying freight for the said goods in Matamoros with average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 4th day of Sept'r, 1863.

JOHN RIVE.

Freight to be paid at port of discharge in hard Mexican dollars at the rate of 48 pence sterling per dollar. Freight and contents unknown.

Invoice of the following goods shipped by John Meek, esq., Liverpool, on board Messrs. Droege, Oetling & Co., merchants, of the port of Mata

Mark.	Numbers.	Number of packages.	Gross weight of each package.	Description of the packages.	Total net weight.
[K] R	1	1. One		Case	
"	2	1. One		Case	
"	3	1. One		Keg	
"	4-8	5. Five		Cases	
"	9	1. One		Case	
"	10-14	5. Five		Cases	
"	15-20	6. Six		Cases	
"	21	1. One		Case	
"	22	1. One		Case	
"	23	1. One		Case	
"	24-25	2. Two		Cases	
"	Samples.	1. One		Box	
[K]	37	1. One	159. Hundred fifty-nine pounds English.	Bale	
	27.	Twenty-seven packages carried forward.			
	27.	Twenty-seven packages brought forward.			
[K.]	1-3	3. Three		Cases	
"	4	1. One		Case	
DOM.	2	7. Seven	178. Hundred seventy-eight pounds English.	Bales	

of the British brig "Dashing Wave," Rive master, to the consignment of moras, in the republic of Mexico, to which port the vessel is bound.

Total number of pieces containing.	Total length.	Width.	Class of merchandise.	Value.
10. Ten bottles..	.....	.....	Powdered rhubarb.	£7. Seven pounds British sterling.
50. Fifty bottles	.....	.....	Dovers' powders.	£8 15. Eight pds. fifteen shillings British sterling.
.....	.....	.....	Citric acid. . ..	£9. Nine pounds British sterling.
.....	.....	.....	Quinine	£158 6. Hundred fifty-eight pds. six shillings British sterling.
.....	.....	.....	Turkey opium.	£50 8. Fifty pds. eight shillings British sterling.
75. Seventy-five bottles.	.....	.....	Calcined magnesia.	£6 5. Six pounds five shillings British sterling.
12. Twelve dozen bottles.	.....	.....	Castor oil.....	£5 2. Five pounds British sterling.
50. Fifty pots..	.....	.....	Blue pills	£4 7. Four pounds seven shillings British sterling.
50. Fifty bottles.	.....	.....	Calomel.....	£7 10. Seven pds. ten shillings British sterling.
50. Fifty bottles.	.....	.....	Chloroform...	£10 12. Ten pds. twelve shillings British sterling.
.....	.....	.....	Refined camphor.	£21 9. Twenty-one pounds nine shillings British sterling.
.....	.....	.....	Samples of no value.	
127 10-12. Hundred twenty-seven ten-twelfth dozen.	Each handkerchief 24½-26½ + 29-31 twenty-four a-half to twenty-six a-half by twenty-nine to thirty-one inches English square.	.....	Printed cotton handkerch's.	
900. Nine hundred dozen. spools	Each spool 200 two hundred yards.	.....	White cotton spool thread.	
400. Four hundred dozen. spools	Each spool 200 two hundred yards.	.....	White cotton spool thread.	
210. Two hundred ten.	8,400. Eight thousand four hundred yards.	28-29. Twenty-eight to twenty-nine in. English.	White cotton shirtings.	

Invoice of the following goods shipped by John Meek, esq., Liver-

Mark.	Numbers.	Numbers of packages.	Gross weight of each package.	Description of the packages.	Total net weight.
DOM.	3	12. Twelve	173. Hundred seventy-three pounds English.	Bales	
"	8-17	10. Ten	167. Hundred sixty-seven pounds English.	Bales	
"	28-72	45. Forty-five	164. Hundred sixty-four pounds English.	Bales	
"	2 samples.	1. One		Case	
[K.]	2	1. One		Parcel	
DOM.	7	23. Twenty-three.	160. Hundred sixty pounds English.	Bales	
EDO.	71-89	19. Nineteen.	189. Hundred eighty-nine pounds English.	Bales	
"	71-89	1. One		Truss	
		150. Hundred fifty pakages.			

Manchster, 4th September, 1863.

Invoice of the following goods shipped by John Meek, esq., Liverpool, on board Messrs. Droege, Oetling & Co., merchants, of the port of Mata-

Mark.	Numbers.	Number of packages.	Gross weight of each package.	Description of the packages.	Total net weight.
B.	77-78	2. Two	362. three hundred sixty-two pds. English.	Bars	
"	79-80	2. Two	504. five hundred four pounds English.	Bars	
"	81-82	2. Two	666. six hundred sixty-six pounds English.	Bars	
"	83-87	5. Five	392. three hundred ninety-two pds. English.	Bars	

pool, on board the British brig "Dashing Wave."—Continued.

Total number of pieces containing.	Total length.	Width.	Class of merchandise.	Value.
324. Three hundred twenty-four.	12,960. Twelve thousand nine hundred sixty yards.	30-31½. Thirty to thirty-one a half inches English.	White cotton shirtings.	
120. Hundred twenty.	2,432. Two thousand four hundred thirty-two varas.	64. Sixty-four inches English.	Colored cotton ticks.	
2,025. Two thousand twenty-five.	48,600. Forty-eight thousand six hundred yards.	29-31. Twenty-nine to thirty-one inches English.	Cotton prints.	
----------	----------	----------	Samples of no value.	
----------	----------	----------	Samples of no value.	
253. Two hundred fifty-three.	8,855. Eight thousand eight hundred fifty-five yards.	38. Thirty-eight inches English.	Bleached linen sheetings.	
266. Two hundred sixty-six.	7,862. Seven thousand eight hundred sixty-two yards.	37. Thirty-seven inches English.	Printed flannels.	
----------	----------	----------	Samples of no value.	

DROEGE & CO.

the British brig "Dashing Wave," Rive master, to the consignment of moras in the republic of Mexico, to which port the vessel is bound.

Total number of pieces containing.	Total length.	Width.	Class of merchandise.	Value.
----------	----------	----------	Bar iron.	
----------	----------	----------	Bar iron.	
----------	----------	----------	Bar iron.	
----------	----------	----------	Bar iron.	

Invoive of the following goods shipped by John Meek, esq., Liver-

Mark.	Numbers.	Number of packages.	Gross weight of each package.	Description of the packages.	Total net weight.
B.	88-92	5. Five...	474. four hundred seventy-four pounds English.	Bars.....	.....
"	197	64. Sixty-four	380. two hundred eighty pounds English.	Bundles.....	.....
"	198	48. Forty-eight.	280. two hundred eighty pounds English.	Bundles.....	.....
"	199	32. Thirty-two	212. two hundred twelve pounds English.	Bundles.....	.....
"	200	8. Eight..	281. two hundred eighty-one pounds English.	Bundles.....	.....
"	201	32. Thirty-two	218. two hundred eighteen pounds English.	Bundles.....	.....
"	202	8. Eight..	279. two hundred seventy-nine pounds English.	Bundles.....	.....
"	203	5. Five...	246. two hundred forty-six pounds English.	Bundles.....	.....
"	204	5. Five...	250. two hundred fifty pds. English.	Bundles.....	.....
"	205	4. Four..	287. two hundred eighty-seven pounds English.	Bundles.....	.....
"	206	4. Four..	1,050. thousand fifty pds. English.	Bundles.....	.....
"	207	12. Twelve	283 two hundred eighty-three pounds English.	Bundles.....	.....
"	280	4. Four..	286 two hundred eighty-six pounds English.	Bundles.....	.....
		242. Two hundred forty-two		packages carried forward.	
B.	209	8. Eight..	289. two hundred eighty-nine pounds English.	Bundles.....	.....

pool, on board the British brig "Dashing Wave."—Continued.

Total number of pieces containing.	Total length.	Width.	Class of merchandise.	Value.
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	
.....	.....	.....	Bar iron.	

Invoice of the following goods shipped by John Meek, esq., Liver

Mark.	Numbers.	Number of packages.	Gross weight of each package.	Description of the packages	Total net weight.
B.	210	16. Sixteen	275. two hundred seventy-five pounds English.	Bundles.....	.....
BCS.	1	1. One ..	.....	Case.....	507. five hundred seven pounds English.
"	2	1. One ..	.....	Case.....	602. six hundred two lbs. English.
DOM.	5	5. Five .	163. hundred sixty-three pds. English.	Cases.....	126. hundred twenty-six pounds English.
"	5	5. Five .	184. hundred eighty-four pds. English.	Cases.....	145. hundred forty-five pounds English.
"	18-27	10. Ten ..	164. hundred sixty-four pds. English.	Bales.....	.....
"	73-82	10. Ten..	164. hundred sixty-four pds. English.	Bales.....	.....
"	83-92	10. Ten..	158. hundred fifty-eight pds. English.	Bales.....	.....
"	93-102	10. Ten..	164. hundred sixty.four pds. English.	Bales.....	.....
"	103-117	15. Fifteen.	162. hundred sixty-two pds. English.	Bales.....	.....
"	1 samples.	1. One..	.....	Case.....	.....
[K.]	5	1. One..	387. three hundred eighty-seven pounds English.	Case.....	312. three hundred twelve pounds English.
"	6	1. One..	388. three hundred eighty-eight pounds English.	Case.....	209. two hundred nine pounds English. 105. hundred five pounds English.
"	7	1. One..	384. three hundred eighty-four pounds English.	Case.....	309. three hundred nine pounds English.
		337. Three hundred thirty-seven packages (English) carried forward			

pool, on board the British brig "Dashing Wave."—Continued.

Total number of pieces containing.	Total length.	Width.	Class of merchandise.	Value.
.....	.....	.....	Bar iron.	
.....	.....	.....	Cast steel.	
.....	.....	.....	Cast steel.	
2,000. two thousand doz. spools.	Each spool (100) hundred yards.	.....	White cotton spool thead.	
2,000. two thousand doz. spools.	Each spool (100) hundred yards.	.....	White cotton spool thead.	
450. four hundred fifty.	10,800. ten thousand eight hundred.	30¼-31. thirty a half to thirty-one inches English.	Cotton prints.	
450. four hundred fifty.	10,800. ten thousand eight hundred yards.	30-31. thirty to thirty-one inches English.	Cotton prints.	
450. four hundred fifty.	10,800. ten thousand eight hundred yards.	30½-31. thirty a half to thirty-one inches English.	Cotton prints.	
450. four hundred fifty.	10,800. ten thousand eight hundred yards.	30½-31. thirty a half to thirty-one inches English.	Cotton prints.	
675. six hundred seventy-five.	16,200. sixteeen thousand two hundred yards.	30-31. thirty to thirty-one inches English.	Cotton prints.	
.....	.....	.....	Samples of no value.	
.....	.....	.....	Dyed linen hank thread.	
.....	.....	.....	Unbleached linen hank thread.	
.....	.....	.....	Dyed linen hank thread.	
.....	.....	.....	Dyed linen hank thread.	

Invoice of the following goods shipped by John Meek, esq., Liver-

Mark.	Numbers.	Numbers of packages.	Gross weight of each package.	Description of the packages.	Total net weight.
		337. Three hundred and		thirty-seven packages brought forward.	
[K.]	8	1. One...	383. Three hundred eighty-three pounds English.	Case	155. Hundred fifty-five pounds English. 155. Hundred fifty-five pounds English.
"	9	1. One...	357. Three hundred fifty-seven pounds English.	Case	155. Hundred fifty-five pounds English. 131. Hundred thirty-one pounds English.
"	10-18	9. Nine..	272. Two hundred seventy-two pounds English.	Bales	-----
"	19-22	4. Four..	246. Two hundred forty-six pounds English.	Bales	-----
"	23	1. One...	178 One hundred seventy-eight pounds English.	Case	118. Hundred eighteen pounds English. 29. Twenty-nine pounds English.
"	24-26	3. Three.	216. Two hundred sixteen pounds English.	Cases	570. Five hundred seventy pounds English.
"	27	1. One...	218. Two hundred eighteen pounds English.	Case	184. Hundred eighty-four pounds English.
"	28	1. One...	244. Two hundred forty-four pounds English.	Case	173. Hundred seventy-three pounds English. 41. Forty-one pounds English.
"	29	1. One...	274. Two hundred seventy-four pounds English.	Case	173. Hundred seventy-three pounds English. 52. Fifty-two pounds English.
"	32	1. One...	272. Two hundred seventy-two pounds English.	Case	-----
"	33	1. One...	296. Two hundred ninety-six pounds English.	Case	-----
"	34	1. One...	292. Two hundred ninety-two pounds English.	Case	-----
"	35	1. One...	239. Two hundred thirty-nine pounds English.	Case	168. Hundred sixty-eight pounds English.
		363. Three	hundred sixty-	three packages carried forward.	

pool, on board the English brig "Dashing Wave."—Continued.

Total number of pieces containing.	Total length.	Width.	Class of merchandise.	Value.
----------	----------	----------	Dyed linen hank thread.	
----------	----------	----------	Unbleached linen hank thread.	
----------	----------	----------	Unbleached linen hank thread.	
----------	----------	----------	Dyed linen hank thread.	
260. Two hundred sixty.	8,007. Eight thousand seven yards.	33½. Thirty-three a half inches English.	Grey cotton domestics.	
84. Eighty-four.	3,611. Three thousand six hundred eleven yards.	29-30. Twenty-nine to thirty inches English.	Colored cotton regatta stripes.	
35. Thirty-five great gross.	----------	----------	Bone buttons.	
24½. Twenty-four a half great gross	----------	----------	Pearl buttons.	
150. Hundred fifty great gross.	----------	----------	Bone buttons.	
45. Forty-five great gross.	----------	----------	Bone buttons.	
35. Thirty-five great gross.	----------	----------	Bone buttons.	
20. Twenty great gross.	----------	----------	Porcelain buttons.	
35. Thirty-five great gross.	----------	----------	Bone buttons.	
40. Forty great gross.	----------	----------	Porcelain buttons.	
25. Twenty-five.	1,031. Thousand thirty-one yards.	35-36. Thirty-five to thirty-six inches English.	White cotton shirtings.	
25. Twenty-five.	1,016. Thousand sixteen yards.	35-36. Thirty-five to thirty-six inches English.	White cotton shirtings.	
25. Twenty-five.	999. Nine hundred ninety-nine yards.	35-36. Thirty-five to thirty-six inches English.	White cotton shirtings.	
----------	----------	----------	Dyed linen shoe thread.	

Invoice of the following goods shipped by John Meek, esq., Liver-

Mark.	Numbers.	Number of packages.	Gross weight of each package.	Description of the packages.	Total net weight.
		363. Three	hundred sixty-	three packa	ges brought forward.
[K.]	36	1. One..	248. Two hundred forty-eight pounds English.	Case	105. Hundred five pounds English. 81. Eighty-one pounds English.
[D] W	1	1. One..	308. Three hundred eight pounds English.	Case	.....
"	2	1. One..	224. Two hundred twenty-four pounds English.	Case	.....
"	3	1. One..	252. Two hundred fifty-two pounds Eng.	Case	.....
[K.]	1 sample	1. One..	.....	Case	.....
		368. Three	hundred sixty-	eight packag	es.

Manchester, 13th September, 1863.

pool, on board the English brig "Dashing Wave."—Continued.

Total number of pieces containing.	Total length.	Width.	Class of merchandise.	Value.
----------	----------	----------	Dyed linen shoe thread.	
7. Seven gross	----------	----------	Hemp bob't lace.	
4. Four gross	----------	----------	Worsted boot lace.	
3. Three gross	----------	----------	Silk boot lace.	
6. Six pieces	120. Hundred twenty yards.	½. One-half inch English.	Cotton webbing.	
6. Six pieces	120. Hundred twenty yards.	¾. Three-quarter inch English.	Cotton webbing.	
4. Four pieces	120. Hundred twenty yards.	¼. One-quarter inch English.	Cotton webbing.	
5. Five gross	----------	----------	Steel awl blades	
1. One gross	----------	----------	Wooden awl hafts.	
2. Two papers	----------	----------	Steel tacks.	
9. Nine dozen	----------	----------	Knives.	
1. One dozen	----------	----------	Hammers.	
1. One dozen	----------	----------	Pincers.	
½. One-half dozen	----------	----------	Nippers.	
2. Two pounds English.	----------	----------	Shoemaker's hairs.	
3. Three dozen	----------	----------	Steel rasps.	
3. Three pieces	----------	----------	Steel plier punches.	
(4. Four thousand) read three pieces.	----------	----------	Steel eyelet pliers.	
4. Four thousand	----------	----------	Iron eyelets.	
1. One thousand	----------	----------	Brass eyelets.	
100. One hundred dozen.	----------	----------	Pins.	
120. One hundred twenty dozen.	----------	----------	Hair pins.	
30. Thirty gross	----------	----------	Cedar pencils.	
200. Two hundred gross.	----------	----------	Steel pens.	
10½. Ten a half gross.	----------	----------	Wooden penholders.	
110. Hundred ten gross.	----------	----------	Steel knitting needles.	
500,000. Five hundred thousand.	----------	----------	Steel sewing needles.	
----------	----------	----------	Samples of no value.	

DROEGE & CO.

Pr. "Dashing Wave."

LIVERPOOL, *5th Sept.*, 1863.

Messrs. Droege, Oetling Co., Matamoros:

SIRS: At the request of our mutual friend, Messrs. Droege & Co., Manchester, I have shipped by this conveyance to your address five hundred and thirteen packages of goods and five parcel of patterns, for which I enclose bills of lading, consular invoices, and consular certificates.

I remain, sirs, your obedient servant,

JOHN MEEK.
Pr. J. CLUCAS.

6 enclosures.

B. C. S. 1-2.	2 cases.	
D. O. M. 5.	10 do.	
18-27.	10 bales.	
73-117.	45 do.	
1	1 case samples.	
[D] W. 1-3.	3 do.	612.7 *a* 50s. £38 5 9.
[K] 5-9	5 do.	
10-22	13 bales.	
23	1 case.	
24-29.	6 do.	
32-36.	5 do.	
1.	1 do. samples.	
B. 77-92.	16 bars iron.	33 tons, 19 cwt., 14 qrs., 4 lbs.,
197-210.	250 bundles iron.	*a* 35 s.
Total.	368 packages.	

	£59 8 9
	97 14 6
10 p. c. primage	9 15 5
	107 9 11

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage.

Freight to be paid at port of discharge in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

Shipped, in good order and condition, by John Meek, in and upon the good ship or vessel called the Dashing Wave, whereof J. Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, thirty-two cases, sixty-eight bales merchandise, two hundred and fifty bundles iron, sixteen bars iron,

and two cases samples, being marked and numbered as per margin, and are to be delivered in like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and navigation, of whatsoever kind or nature, excepted,) unto Messrs. Droege, Oetling & Co., or to their assigns, he or they paying freight for said goods in Matamoras, with average accustomed.

In witness whereof the master or purser of said ship or vessel has affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool this 3d day of September, 1863.

JOHN RIVE.

No. 10.

B. BCS DOM. [K] [D] W.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibico la factura de Messrs. Droege & Co., que contiene fres cientos sesenta yocho (368) bultos de mercancias con la marca al margen, a bordo del buque Dashing Wave, con destino a Matamoras.

Y para que conste doy la presente firmada por mi en Liverpool, a 2 de Setiembre, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

N. 10.

B. BCS DOM. [K] [D] W.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Messrs. Divess & Co., which contains (368) three hundred and sixty-eight packages of merchandise, with the mark on the margin, on board of the vessel Dashing Wave, with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 2d of September, eighteen hundred and sixty-three.

(Sign) JOSE MA. PASTOR.

No. 15.

[K] D. O. M., E. D. O. [K] R.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura de Messrs. Droege & Co., que contiene ciento cincuenta (150) bultos de mercancias con la marca al margen, a bordo del buque "Dashing Wave," con destino a Matamoras.

Y para que conste doy la presente firmada por mi en Liverpool, a 5 de Setiembre, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

N. 15.

[K] D. O. M., E. D. O. [K] R.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Maria Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Messrs. Dwesse & Co., which contains one hundred and fifty (150) packages of merchandise, with the mark on the margin, on board of the vessel "Dashing Wave," with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 5th of September, eighteen hundred and sixty-three.

(Sign) JOSE M. PASTOR.

Invoice of 45 cases merchandise, shipped by Wm. C. Haskins, esq., on board the "Dashing Wave," Captain Rive, for Matamoros, and consigned to J. S. Roman, esqr., there on ac. of shipper. Instructions as to sale and net proceeds to follow. Filed M'ch 24, 1864.—K. Sga.

W. C. H.	1	1 case containing a moulding machine for wood work				£60	
	2	1 case containing—					
		2 leather stretching machines £2 10 each				15	
	3	1 case cutlery containing—					
		12 dozen knives No. 5,663 *a* 18s per doz		£10	16		
		12 doz. do " 6,060 *a* 16 6 per doz		9	18		
		6 doz. do " 6,066 *a* 19s per doz		5	14		
		6 doz. do " 6,242 *a* 22s per doz		6	12		
		6 doz. do " 6,851 *a* 45s per doz		13	10		
		3½ doz. do " 6,279 *a* 42 6 per doz		6	18	1	
		4 doz. do " 7,621 *a* 12s per doz		2	8		
		½ doz. do " 8,725 *a* 90s per doz		2	5		
		½ doz. do " 8,727 *a* 90s per doz		2	5		
						60	6 1
G.	1-6	6 cases containing each 40 dozen pairs card clothing, 240 dozen pairs card clothing *a* 10s 6 per doz	126			126	
A.	1 18	18 cases containing each 48 dozen pairs card clothing, 864 dozen pairs card clothing *a* 10s 6 per doz	453	12			
		Cases	6	8			
						460	
B.	1-15	15 cases containing each 40 doz. pairs card clothing, 600 dozen pairs card clothing *a* 10 6 per doz	315				
		Cases	15				
						330	

Invoice, &c.—Continued.

16-18	3 cases containing each 40 dozen pairs card clothing, 120 dozen pairs card clothing *a* 10s per doz	£60		
	Cases	3		
				£63
	Total 45 cases			1,114 6 1
	Charges:			
	Inland carriage, £8 16 11, Consul's certificate and b. l., 19s 6		9 16 5	
	Dock and town dues, cartage, porterage, and shipping		5 12 6	
	Freight and primage as per bills of lading		34 5 11	
	Insurance on £1,200 *a* 40 p. c., and stamp		25 4	
				74 18 10
				1,189 4 11

Invoice of the following goods shipped by the undersigned on board the British brig "Dashing Wave," Captain John Rive, bound for the port of Matamoras, in the Mexican Republic, and consigned to J. S. Roman, esq.

Marks.	No.	Number of packages.	Gross weight of packages in English pounds.	Description of packages.	Total net weight of goods paying duty by weight in lbs. English.	Description of merchandise.	Value.
W. C. H.	1	1, one	1,018, one thousand and eighteen	Case	843, eight hundred and forty-three.	A moulding machine.	60
"	2	1, one	106, one hundred and six.	do	90, ninety	Two leather stretching machines.	15
"	3	1, one	88, eighty eight	do	78, seventy-eight	Cutlery	60 6 1
G.	1	1, one	233, two hundred and thirty-three.	do	186, one hundred and eighty-six		
	2	1, one	250, two hundred and fifty	do	200, two hundred		
	3	1, one	238, two hundred and thirty-eight.	do	188, one hundred and eighty-eight	Card clothing & tacks to be used in cotton manufacturing.	126
	4	1, one	233, two hundred and thirty-three.	do	183, one hundred and eighty-three.		
	5	1, one	236, two hundred and thirty-six	do	186, one hundred and eighty-six.		
	6	1, one	242, two hundred and forty-two	do	192, one hundred and ninety-two.		
A.	1-18	18, eighteen.	290, two hundred and ninety	do	3,744, three thousand seven hundred and forty-four	Card clothing & tacks to be used in cotton manufacturing.	460
B.	1-18	18, eighteen.	(Together, 4,791) together, four thousand seven hundred and ninety-one.	do	3,489, three thousand four hundred and eighty-nine.	Card clothing & tacks to be used in cotton manufacturing.	393
	Total.	45, forty-five	packages				

Liverpool, 21st August, 1863.

SAMUEL BAKER,
Per RICH'D BULMAN.

Filed March 24, 1864. K. S G A.

LIVERPOOL, ENGLAND, *Aug* 21*st*, 1863.

J. San Roman, esq., Matamoras, Mexico:

DEAR SIR: I ship you by the brig Dashing Wave forty-five cases of merchandise, as per enclosed bill of lading, to be sold in your market.

I expect to be there about the time of their arrival or shortly after; but should any unforeseen circumstance prevent my arrival by the 1st of December next, you will please dispose of the goods and remit the proceeds to the care of Samuel Baker, No. 2 India Buildings, Liverpool.

Yours, very resp'y,

W. C. HARKINS.

Filed March 24, '64.

K. LOEW, *D. A't.*

No. 11.

CONSULADO EN MEXICANO EN LIVERPOOL.

Jose M. Pastor, consul Mexicano en Liverpool:

Certifico haber racibido la factura de Mr. Samuel Baker, que contiene cuarenta y cinco (45) bultos de mercancias con la marca al margen, a bordo del buque Dashing Wave, con destino a Matamoros.

Y para que conste doy la presente firmado por mi en Liverpool, a 3 de Setiembre, de mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

N. 11.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph M. Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Mr. Samuel Baker, which contains forty-five (45) packages of merchandise, with the mark on the margin, on board of the vessel "Dashing Wave," with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 3d of September, eighteen hundred and sixty-three.

(Sign) JOSE M. PASTOR.

		£.	s.	d.
1-131, 131 pieces, 1-7, 7 cases,	Measuring 3,017 feet 9 in., *a* 40s.	150	17	9
8-11, 4 kegs, 12-14, 2 barrels,	Weighing 72 cwt. 2 qrs. 7 lbs...	7	6	0
		158	3	9
10 p. c.		15	16	4
		174	0	1

Freight to be paid at port of discharge in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

Not accountable for leakage, breakage, or rust, unless caused by carelessness or improper stowage.

Goods to be taken from alongside ship's tackle, outside the bar, at the receiver's risk and expense within ten days after arrival, or pay £6 6*s*. per day demurage.

Particulars on back.

V—G		F—A			
1-7	7 pieces	1,915.7			
8-19	12 plates	248.0			
20	1 steam box		5	1	0
21-2	2 steam pipes		7	1	2
23	1 nozzle		1	1	10
24-31	8 feed pipes	19.0			
32	1 pipe		2	0	4
33	1 nozzle		0	3	10
34	1 branch	12.6			
35	1 weight		0	1	22
36	1 boiler front		4	1	13
37	1 plate		3	2	6
38	1 damper	6.2			
39-40	2 pullies	1.4			
41	1 weight		1	0	0
42-7	6 shieves	666.6			
48 59	12 blocks		8	2	12
60	1 pole		4	3	20
61	1 case for pole	18.0			
62	1 stuffing-box		2	2	14
63	1 piece	23.1			
64	1 door piece	27.1			
65	1 wind-box	7.1			
66-9	4 seatings		0	3	20
70-1	2 sleepers		1	3	24
72-131	60 bars		23	1	14
1-7	7 cases	68.11			
8-11	4 kegs		4	0	24
12-14	3 barrels	8.6			
		3,017.9	72	3	27

Shipped in good order and condition by William White, of Liverpool, as agent for Messrs. C. De Murrieta & Co., of London, in and upon the good ship or vessel called the Dashing Wave, whereof is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, one hundred and thirty-one pieces, seven cases, four kegs, and three barrels, comprising one boiler and its fittings, with other mining machinery, being marked and numbered as per margin; and are to be delivered, in the like

good order and condition, at the aforesaid port of Matamoras (all and every the dangers and accidents of the seas and navigation, of whatever nature or kind, excepted) unto S'or Don Francisco Armendaiz, or to his assigns. Freight for the said goods to be paid in Matamoras, as per margin, with average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated at Liverpool, this 1st day of Sep't'r, 1863.

Weight and contents unknown to

JOHN RIVE.

Inventory of mining materials for the Mineral de Catorce mines, shipped by Harvey & Co., Foundry Hayle, Cornwall, on the Henry Harvey, for Liverpool, there consigned to Mr. W. White, No. 10 Sweeting street, for reshipment into the Dashing Wave, for Matamoras.

Dated Foundry Hayle, 22 Aug't, 1863.

Marked V—G

No. 1.	1 part of bale	37	3	0
2.	ditto	29	2	0
3.	ditto	23	2	0
4.	ditto	29	1	11
5.	ditto	21	1	0
6.	ditto	20	1	0
7.	ditto	22	3	0
8–19.	12 boiler plates	32	2	20
20.	Steam-box, with bonnet and bolts	5	1	0
21, 22.	2 steam pipes	7	1	2
23.	Feed regulating nozzle, with bonnet and bolts	1	1	10
24–31.	8 feed pipes	7	3	20
32.	1 tap pipe, with stopper and bolts	2	0	4
33.	Tap nozzle, with gland and bolts	0	3	10
34.	Manhole branch, with door and glands	6	0	4
35.	Balance weight for safety valve	0	1	22
36.	Boiler front and doors	4	1	13
37.	Ashes plate	3	2	6
38.	Damper and frame and bolts	2	1	8
39, 40.	2 pulleys and brackets for do	0	2	6
41.	Balance weight for do	1	0	0
42.	1 8-f't shieve, with wro't iron gudgeon ribs	8	0	0
43.	ditto do	8	0	24
44.	ditto do	8	0	14
45.	ditto do	8	1	0
46.	ditto do	8	0	18
47.	ditto do	8	1	0
48–59.	12 plummer and top blocks, for do., with bolts	8	2	12
60.	1 6½ plunger pole, 10 f't long	4	3	20
61.	Pole-case	8	2	18
	Forward	331	0	18

	Bro't forward		331	0	18
	Marked V—G				
62.	Stuffing box and gland, brass bushed		2	2	14
63.	H piece, with door stopper and bolts		10	3	23
64.	Top door pieces, with door and bolts		6	1	7
65.	Wind-bore		3	1	20
66–69.	4 tail seatings		0	3	20
70, 71.	2 sleepers		1	3	24
72–131.	60 fire bars		23	1	14
		wt. of box.			
1.	Box cont'g rivets	1.5	3	3	21
2.	..do.....do	1.3	4	0	8
3.	Boxes con'g 48 boiler bolts and nuts	2.1			
	48 bolts and nuts for H piece, door piece, and steam pipes; 48 $\frac{3}{4}$ bolts and nuts for feed pipes; 2 bolts and nuts for boiler fronts; 4 1-$\frac{1}{8}$ stuffing-box bolts and nuts for pole-case; wro't iron gear for steam box, feed nozzle, and safety-valve; 2 cast iron wheels for do.; 3 gauge-cock pipes and guards; 3 $\frac{1}{2}$-gauge cocks; 5-16 damper chain; 2 $\frac{1}{8}$-tie bolts and nuts for steam pipes; 2 1-$\frac{1}{8}$ tie bolts and nuts for steam pipes; 8 wro't iron rings for joints; 2 staples and glands for feed pipes; 12 wro't iron valves for tail seatings; 1 valve and seat for steam box; 1 do. for feed nozzle; 1 do. for safety-valve; 1 brass plug for tap nozzle; 12 prs. brasses for plummer and for 1 top block for shieves; brass bushing for stuffing-box for pole-case; screw and nuts for tap nozzle; 8 $\frac{5}{8}$-bolts and nuts for damper pullies		7	1	21
			396	0	22
		Tare.			
	Bro't forward	1.0.9	396	0	22
	Marked V—G				
4.	Box cont'g 4 balls white yarn; 6-16 round bastard files; 6-14 square do.; 12-16 flat do.; 12-14 do.; 12-14 hand do.; 12-16 half-round do.; 12-14 do.	3.22	4	0	19
5.	Box cont'g 3 balls white yarn	3.10	2	3	13
6.	...do.... long hemp	2.26	1	2	26
7.	...do.....do	2.22	1	2	22
8.	Keg cont'g white lead	.6	1	0	6
9.	...do.....do	.6	1	0	6
10.	...do.....red lead	.6	1	0	6
11.	...do.....do	.6	1	0	6

12.	Bar'l cont'g 8 gals. Galipoli oil	0	3	16
13.	...do..... 8..do.....do	0	3	16
14.	...do..... 8..do.....do	0	3	16
	Gross w't	413	2	6

	Tons.	cwt.	qrs.	lbs.
Gross w't	20	13	2	6

HAYLE FOUNDRY,
21 *Aug't*, 1863.

Messrs C. de Marietta & Co., for the Mineral de Catorce mines, Mexico.

Bo't of Harvey & Comp'y:

Marked V—G

1-7	Wro't iron boiler, in 7 parts, made of best plates and best angle iron, 184 1 11, 20	184	7	
8-19	12 best boiler plates, sweeped and holed, for repairs, 32 2 20, 17	27	15	6
20	Steam box and bonnet, bored and fitted, 5 0 6, 25	6	6	4
	Bolts and nuts in do., 22 6		11	
21,22	2 steam pipes, 7 1 2, 14	5	1	9
23	Feed regulating nozzle, with bonnet bored and fitted, 1 15, 30	1	18	10
	Bolts and nuts in do., 5, 6		2	6
24-31	8 pieces feed pipes, 7 2 20, 14	5	11	
32	1 tap pipe and stopper, 1 3 27	1	7	11
33	1 tap nozzle and gland, 3 5, 30	1	3	11
	Bolts and nuts in pipe and nozzle, 10, 6		5	
34	Manhole branch and door, 5 3 18, 17	5	0	6
	Glands and bolts for do., 14, 9		10	6
35	Balance weight for safety-valve, 1 22, 12		5	4
36	Boiler front, 3 1 14, 12	2	0	6
	Wro't iron doors and hinges to do., 3 27, 6	2	15	6
37	Ashes plates, 3 2 6, 10	1	15	6
38	Damper and frame, 2 1 3, 10	1	2	9
	Bolts and nuts in do., 5. 6		2	6
39,40	2 pulleys and brackets for do., 2 6, 3		15	6
41	Balance weight for do., 1 0 0		10	
42-47	68 ft. whim shieves, with wro't iron arms, 46 2 16, 18	41	19	7
	6 wro't iron gudgeons in do., bearings turned, 21 12, 8	8	16	
	Wedging gudgeons in shieves with wood and iron wedges, 10	3		
	Forward	303	4	11

Marked V—G	Bro't forward	303	4	11
48-59	12 plummer blocks and 12 top blocks fitted, 80 13, 15	6	1	9
	Bolts and nuts in do., 127, 6	1	7	6
60	1 6½ plunger pole, 10 ft. long, turned, 4 2 24, 24	5	13	2
61	1 7½ pole-case, 9 ft. long, 8 2 18, 9	3	17	11
62	Stuffing box and gland for do., bored and turned, 2 2 4, 24	3	0	10
	Brass bushing in do., 10, 2 7	1	5	10
63-64	1 6½ H-piece and 1 6½ door piece with door stopper, 17 0 10, 14	11	19	3
	Bolts and nuts in do., 20, 6		10	
65	A 6½ windbore, 3 1 20, 9 6	1	12	7
66-69	4 tail seatings, 3 20, 2 d		17	4
70-71	2 sleepers, 1 3 24, 10		19	8
72-131	60 fire bars, 23 1 14, 10	11	13	9
1, 2	2 boxes, cont'g boiler rivets, 7 1 21, 25	9	5	11
3	Do., 48 boiler bolts and nuts, 1 0 0, 6	2	16	
	48 bolts and nuts, pr. H and door pieces and steam pipes, 1 1 10, 6	3	15	
	48 ¾-bolts and nuts for feed pipes, 1 20, 6	1	4	
	2 bolts and nuts for boiler fronts, 20, 7		11	8
	4 1⅛-in. stuffing box bolts for pole-case, 26, 9		19	6
	Wro't iron gear for steam box, feed nozzle, and safety-valve, 2 10, 2	6	12	
	2 cast iron wheels for do., bored, 17, 3		4	3
	Forward	377	12	10
Marked V—G	Bro't forward	377	12	10
No. 3.	Box cont'd 3 gauge cock pipes and guards, fitted, 1 2, 1 6	2	5	
	3½ brass drift cocks, 6		18	
	5-16 damper chain, 23, 6		11	6
	2 1⅛ tir bolts and nuts for steam pipes, 21, 6		10	6
	8 wro't iron rings for joints, 2 staples and glands for feed pipes, and 4 wro't valves for tail seatings, 2 20, 7	2	4	4
	Brass valve and seat for steam box; 1 do. for feed nozzle; 1 do. for safety-valve, and brass plug for tap nozzle, 1 18, 2 9	6	6	6
	12 pairs brasses for plummer and top blocks for shieves, bored and fitted, 1 0 4, 2	11	12	
	Brass bushing for stuffing box for pole-case, 10, 2 7	1	5	10

No. 3.	Screws and nuts for tap nozzle, 5, 1		5	
	8 $\frac{5}{8}$ bolts and nuts for damper pulleys, 7, 7		4	1
4,5	2 do. 6-16 round bastard files, 38		19	
	6-14 square do., 28 6		14	3
	12-16 flat do.	1	14	6
	12-14 do	1	3	
	12-14 hand do	1	8	6
	12-16 half round do	1	18	
	12-44 half-round do	1	6	
	8 balls white yarn, 4 0 6, 6½	12	5	11
6,7	2 do. best Petersburg long hemp, 2 0 0, 6 ..	5	12	
8,9	2 kegs cont'g No. 1 white lead, 2 0 0, 35 ..	3	10	
10,11	2 kegs cont'g best red lead, 2 0 0, 34	3	8	
12-14	3 bar'ls cont'g 24 gal's Galipoli oil, in 3 tins, 5 9	6	18	
	7 packing boxes, 6, 42; 4 kegs, 8; 3 barrels, 15	3	5	
	3 tin cans, 10	1	10	
	Wood packing for pole		15	
	Craneage, wharfage, shipping, &c., 20½ tons, 2 6	2	11	3
		452	14	

Pr. HENRY HARVEY, *Liverpool.*

No. 12.

CONSULADO MEXICANO EN LIVERPOOL.

Jose M. Pastor, Consul Mexicano en Liverpool:

Certifico haber recibido la factura de Mr. William White, que contiene ciento cuarenta y cinco (145) bultos de mercancias con la marca al margen, a bordo del buque "Dashing Wave," con destino a Matamoras.

Y para que conste doy la presente firmada por mi en Liverpool, a 3 de Setiembre, mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

N. 12.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Mr. William White, which contains one hundred and forty-five packages of merchandise, with the mark on the margin, on board of the vessel "Dashing Wave," with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the third of September, eighteen hundred and sixty-three.

(Sign) JOSE M. PASTOR.

Invoice of the following goods shipped by the undersigned on board the British barque Dashing Wave, Captain W. J. Rive, bound for the port of Matamoras, in the Mexican republic, and consigned to Sor. Don Francisco Armendiaz, there.

Mark.	Numbers.	No. of packages.	Total gross weights.	Description of packages.	Contents.
V. G.	1-7	(7) seven...	(20,647) twenty thousand six hundred and forty-seven pounds English.	Pieces.....	Parts of a boiler.
	8-19	(12) twelve..	(3,660) three thousand six hundred and sixty pounds English.	Pieces.....	Boiler plates.
	20	(1) one.....	(588) five hundred and eighty-eight pounds English.	Piece.....	Steam box, bonnet, and bolts.
	21-2	(2) two.....	(814) eight hundred and fourteen pounds English.	Pieces.....	Steam pipes.
	33	(1) one.....	(150) one hundred and fifty pounds English...	Piece.....	Feed-regulating muzzle, bonnet, and bolts.
	24-31	(8) eight....	(888) eight hundred and eighty-eight pounds English.	Pieces.....	Feed pipes.
	32	(1) one.....	(228) two hundred and twenty-eight pounds English.	Piece.....	Tap pipes, stopper, and bolts.
	33	(1) one.....	(94) ninety-four pounds English.....	Piece.....	Tap-nozzle, gland, and bolts.
	34	(1) one.....	(676) six hundred and seventy-six pounds English.	Piece.....	Manhole branch, door, and glands.
	35	(1) one.....	(50) fifty pounds English.....	Piece.....	Balance-weight for safety-valve.
	36	(1) one.....	(489) four hundred and eighty-nine pounds English.	Piece.....	Boiler-front and doors.
	37	(1) one.....	(398) three hundred and ninety eight pounds English.	Piece.....	Ashes-plate.
	38	(1) one.....	(260) two hundred and sixty pounds English.	Piece.....	Damper, frame, and bolts.
	39-40	(2) two.....	(62) sixty-two pounds English.....	Pieces.....	Pullies and brackets for do.
	41	(1) one.....	(112) one hundred and twelve pounds English.	Piece.....	Balance-weight for do.
	42-7	(6) six.....	(5,488) five thousand four hundred and eighty-eight pounds English.	Pieces.....	Shieves, with wrought iron gudgeons, in do.

	48–59	(12) twelve..	(964) nine hundred and sixty-four pounds English.	Pieces.....	Plummer and top blocks, with bolts.
	60	(1) one.....	(552) five hundred and fifty-two pounds English.	Piece.....	(6½-inch) six-and-a-half-inch plunger pole.
	61	(1) one.....	(970) nine hundred and seventy pounds English.	Piece.....	Pole-case.
	62	(1) one.....	(294) two hundred and ninety-four pounds English.	Piece.....	Stuffing-box and gland, (brass bush'g.)
	63	(1) one.....	(1,227) twelve hundred and twenty-seven pounds English.	Piece.....	H pieces, with door, stopper, and bolts.
	64	(1) one.....	(707) seven hundred and seven pounds English.	Piece.....	Top door-piece, with door and bolts.
	65	(1) one.....	(384) three hundred and eighty-four pounds English.	Piece.....	Windbore.
	66–9	(4) four.....	(104) one hundred and four pounds English....	Pieces.....	Tail-seatings.
	70–1	(2) two.....	(220) two hundred and twenty pounds English.	Pieces.....	Sleepers.
	72–131	(60) sixty..	(2,618) two thousand six hundred and eighteen pounds English.	Pieces.....	Fire bars.
	1	(1) one.....	(441) four hundred and forty-one pounds English.	Box.....	Boiler rivets.
	(132) one	hundred and	thirty-two packages carried forward.		
V. G.	(132) one	hundred and	thirty-two packages brought forward.		
	2	(1) one.	(456) four hundred and fifty-six pounds English.	Box.....	Boiler rivets.
	3	(1) one.....	(833) eight hundred and thirty-three pounds English.	Box.....	(48) forty-eight boiler bolts and nuts. (48) forty-eight bolts and nuts for H and door pieces and steam pipes. (48) forty-eight (¾) three quarter-inch bolts and nuts for feed pipes. (2) two bolts for boiler front. (4) four stuffing-box bolts for pole-case. Wrought iron gear for steam-box. Feed muzzle and safety-valve. (2) two cast iron wheels for do. (3) three gauge-cock pipes and gears.

Invoice—Continued.

Mark.	Numbers.	No. of packages.	Total gross weights.	Description of packages.	Contents.
					(3) three (¼) half-inch guage cocks. (5-16) five-sixteenth-inch damper chain. (2) two (1⅛) one-and-one-eighth-inch tie bolts and nuts for steam pipes. (8) eight wrought iron rings for joints. (2) two staples and glands for feed-pipes. (4) four wrought iron valves for tail-seatings. (1) one brass valve and seat for steam-box. (1) one.....do.....for feed muzzle. (1) one.....do.....for safety-valve. (1) one brass plug for tap muzzle. (12) twelve pairs brasses for plummer and top blocks for shieves; brass lathing for stuffing-box for pole-case screen, and nut for tap-nozzle; (8) eight (⅝) five-eighth-inch bolts and nuts for damper pullies.
	4	(1) one.....	(467) four hundred and sixty-seven pounds English.	Box.....	(4) balls white yarn. (6) six (16) sixteen-inch round bastard files. (6) six (14) fourteen-inch square bastard files. (12) twelve (16) sixteen-inch flat bastard files. (12) twelve (14) fourteen-inch flat bastard files. (12) twelve (14) fourteen-inch hand bastard files. (12) twelve (16) sixteen-inch half-round bastard files. (12) twelve (14) fourteen-inch half-round bastard files.
	5	(1) one.....	(321) three hundred and twenty-one pounds English.	Box.....	(4) four balls white yarn.
	6-7	(2) two.....	(384) three hundred and eighty-four pounds English.	Boxes.....	Long hemp.

8–9	(2) two.....	(236) two hundred and thirty-six pounds English.	Kegs.....	White lead.
10–11	(2) two.....	(236) two hundred and thirty-six pounds English.	Kegs.....	Red lead.
12–14	(3) three.....	(300) three hundred pounds English.....	Barrels.....	(24) twenty-four gallons Gallipoli oil.
	(145) one	hundred and forty-five packages.		

E. and O. E.

LIVERPOOL, 1 *September*, 1863.

I hereby certify that the above mining machine and materials are for the Mineral de Catorci mines, and are for mining purposes only, are in (145) one hundred and forty-five pieces and packages, and are of the value of (£452 14s.) four hundred and fifty-two pounds fourteen shillings, British sterling.

WILLIAM WHITE,
Agent for Messrs. C. de Murrieta & Co., of London.

Filed March 24, '64. K.L.

Factura de los efectos siguientes embarcados en Liverpool abordo del buque Dashing Wave en destinos a Matamoras, a la consignacion del [illegible] *por eventa y riesgo del Senor Don Victor Garcia, de Tampico.*

V. G. 1–131, 131 piezas; 1–14, 14 cajas y bariles, segun factura adj'ta de los Sen's Harvey & Co	£452 14
D't 5 per cent	22 14
	430 00

Filed March 29, 1864. K.L.

Per Dashing Wave.

LIVERPOOL, 3 *Sept.*, 1863.

S'or Don F'co Armendaiz, Matamoras:

MUY SENOR MIO: La presente solo sirve para dar cubierta al conocimiento de copia de la nota consular y recibo del consul 145 bultos embarcados por el buque conductor, a la consignacion de vmd , conforme con las instrucciones de nros mutuos amigos S'nr Don C. de Murrieta & Co., de Londres.

Quedo de vmd atento y S. S.

Q. S. M. B.

WILLIAM WHITE.

Incluso conocimiento.

(Here follows diagram.)

V. C. 4,614. 4,834.	2 p'gs 41.3 *a* 55s	£2 16 9
		2 10
		2 19 7

Goods to be taken from alongside ship's tackle outside the bar, at receiver's risk and expense, within ten working days after arrival if ship is in a position to deliver cargo, or pay £6 6 0 per day demurrage, to be paid by consignees in fair proportion.

Freight to be paid here one month after sailing of vessel, lost or not lost.

Shipped, in good order and condition, by James Moss & Co., shipping agents, of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, two packages merchandise, being marked and numbered as per margin; and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and of navigation, of whatsoever nature or kind,

excepted,) unto Messrs. Jonas Marks & Co., or to their assigns; he or they paying freight for the said goods in Liverpool, at the rate of fifty-five shillings per ton of forty cubic feet, with five per cent. primage and average, as per custom of the port of London. In case of dispute respecting the measurement of any package or packages the same to be remeasured at the port of discharge, within one day of landing, with ship's calipers, in the presence of the consignee and of the captain, and the freight paid accordingly.

In witness whereof, the master or purser of the said ship has affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 4th day of Sept'r, 1863.

Contents unknown to

JOHN RIVES.

[Stamp, 6d.]

Invoice of the following goods, shipped by the undersigned on board the English brig Dashing Wave, Captain Rive, bound for the port of Matamoras, in the Republic of Mexico, and consigned to Messrs. Jonas Marks & Co., there:

Marks.	Number.	Number of packages.	Gross weight of each package.	Description of package.	Description of contents.	Value.
V. C.	4,834	(1) one.....	(503) five hundred and three pounds English.	Bale.....	Muslins.....	.....
V. C.	4,614	(1) one.....	(200) two hundred pounds English.	Bale.....	Muslins.....	.....
Total.	.....	(2) two.				

E. & O. E.
Liverpool, 31st August, 1863.
Pr. Dashing Wave.

JONAS MARKS & CO.

Filed March 24, '64.

K. L.

LIVERPOOL, *5th Sept.*, 1863.

Messrs. Jonas Marks & Co., Matamoras:

DEAR SIRS: We refer to ours of the 1st inst., per mail via S. Hampton, and now enclose b'lls for 2 p'kgs referred to therein, shipped per Dashing Wave for your port, sailing this day: we also enclose copy of declaration and consular receipt for certificate.

We annex copy of charges on this shipment, say $5 14 2, to your debit in acct. You will remark a clause upon these B. L. relative to demurrage—we made no agreement for any such clause on shipping the goods, and as at first introduced we refused in toto to acknowledge or to take the B. L. An alteration has been made in it which certainly modifies it with into something more equitable as regards the

consignees. We hope you will have no difficulty with this matter in its present shape. Before this reaches you will probably have heard of the arrival of the Esther here on the 3rd inst.

Y'rs resp't'y,

JAMES MOSS & CO.

For charges on V. C., 4,834, 4,614, 2 bales woollens, ex Stromboli and Havre, transhipped per Dashing Wave for Mattamoras:

To entry, dock, and town dues, 4s.; bond, customs' cart follower, porterage on quay, cartage, expenses, and outwards, &c., 8s. 9d.; inward freight, 18s. 4d.; consulage, 18s.; postages, 2s. 6d.; B. L., 3s.; outward freight, £2 19 7, £5 14 2.

54. 7,775. Filed Mh. 24, '64.

K. L.

No. 13.

CONSULADO MEXICANO EN LIVERPOOL.

Jose Ma. Pastor, consul Mexicano en Liverpool:

Certifico haber recibido la factura de Messrs. James Moss & Co., que contiene dos (2) bultos de mercancias con la marca al margen, a bordo del buque "Dashing Wave," con destino a Matamoras.

Y para que conste doy la presente firmada por mi en Liverpool, a 4 de Setiembre, de mil ochocientos sesenta y tres.

JOSE M. PASTOR.

[Translation.]

N. 13.

MEXICAN CONSULATE IN LIVERPOOL.

Joseph Ma. Pastor, Mexican consul in Liverpool:

I certify to have received the invoice of Messrs. James Moss & Co., which contains (2) two packages of merchandise, with the mark on the margin, on board of the vessel "Dashing Wave," with destination for Matamoras.

And that this may appear, I give the present, signed by me in Liverpool, the 4th of September, eighteen hundred and sixty-three.

(Sign) JOSE M. PASTOR.

(42.)
D [Z 1.] H.]
426.

BIRMINGHAM, 13 *July*, 1863.

Invoice of one (1) case British manufactured goods, marked as per margin, shipped in Liverpool, on board the Captain , to Messrs. Burchard & Co., successors, at Matamoras, for account of whom it may concern.

(1,) one case 426 gross weight, lbs., (117) one hundred and seventeen pounds English.

(3,) three gross white-metal buttons, neither gilt nor plated, net weight, lbs., (2½) two and one-half pounds English.

Patterns.

(1,) one card of patterns, flexible buttons, of no value.
(1,) one card of patterns, steel pens, of no value.
(1,) one card of patterns, boot elastic, of no value.
(1,) one card of patterns, awl blades, of no value.
(1,) one card of patterns, trunk nails, of no value.
(5,) five cigarette cases of leather, net weight, lbs., (½) one-half pound English.
(1,) one card with 24 (twenty-four) patterns common handle pocket-knives, net weight, lbs., (2¼) two and one-quarter pounds English.
(1,) one card with 13, (thirteen) patterns of cast-iron scissors, net weight, lbs., (3) three pounds English.
(2,) two common brass-handle fleams, net weight, lbs., (¼) one-quarter pound English.
(1,) one card with 16 (sixteen) patterns of common handle razors, net weight, lbs., (3¼) three and one-quarter pounds English.
(2,) two cards with 43 (forty-three) patterns of white and yellow metal spoons and forks, neither gilt nor plated, net weight, lbs., (7¾) seven and three-quarters English.
(1,) one card with 53 (fifty-three) patterns of pencil and penholders, net weight, lbs., (2) two pounds English.
(37,) thirty-seven patterns of common iron, trunk, and padlocks, &c., net weight, lbs., (15¼) fifteen and one-quarter pounds English.
(1,) one card with 12 (twelve) patterns brass padlocks, net weight, lbs., (1) one pound English.
(34,) thirty-four patterns of brass candlesticks, charcoal burners, spittoons, snuffers, and snuffer trays, net weight, lbs. (14½) fourteen and one-half pounds English.
(12,) twelve patterns of common Japanned iron waiters, net weight, lbs., (4½) four and one-half pounds English.
(3,) three cards with 71 (seventy-one) patterns of common handle table, butcher, and spear knives, net weight, lbs., (17¾) seventeen and three-quarter pounds English.
We, the undersigned hereby declare, that the above-mentioned goods are the real property of whom it may concern.
(1,) one case gross weight, lbs., (117) one hundred and seventeen pounds English.
Birmingham, 13 July, 1863.

GUSTAV MARDAUS & CO., JR.

Per Dashing Wave:

BIRMINGHAM, 6 *August*, 1863.

Messrs. Burchardt & Co., successors, Matamoras:

DEAR SIRS: For account of Messrs. O. G. C. Degetan & Cinrichsen, Altona, we have shipped in Liverpool, on board the Dashing Wave,

D [Z 1.] H, 426, I case patterns of hardware to your care, and request you to hold the case on arrival, according to instructions of mentioned friends.

We enclose copy of declaration, and remain, dear sirs, yours very truly,

GUSTAV MARDAUS & CO.

Received in good order, on board the Dashing Wave for Matamoras, lying in salthouse dock, cart from F. Frodsham & Hardman, 19th August, 1863, one parcel addressed Hale & Co., Matamoras.

Freight, 2*s*. 6*d*. in full, paid in Liverpool.

JOHN RIVE, *Master*.

(Copy.)

LIVERPOOL, 18 *Aug't*, 1863.

Messrs. Staverte, Zigomala & Co., to E. Frodsham & Hardman, Drs.

For charges p. Dashing Wave, for Matamoros, to Messrs. Hale, & Co.

Bills lading	
Carriage	
Customs' stamp	
Freight	
Customs' dues and expenses shipping	
Commission	
	£

One parcel addressed to yourselves, i. e., Messrs. Hale & Co.

GENTLEMEN: Inclosed we have the pleasure of transmitting you documents for a shipment, to your address, by this conveyance.

Very respectfully, yours,

E. FRODSHAM & HARDMAN.

Captain's receipt inclosed.

Carriage to Liverpool, sundry porterage, (shut out of the Labnam steamer,) and to Dashing Wave.

Freight	£0	2	6
Other expenses		2	
Total		4	6

S. & D. M. 31 cask, 32 f. 3 in., at 50 s	£2	0	4
10 per cent. primage		4	0
	2	4	4

Goods to be taken from alongside ship's tackle outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6s. 0d. per day demurrage.

Shipped, in good order and condition, by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, now lying in the port of Liverpool, and bound for Matamoras, one cask hardware, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of fire, the seas, and navigation of whatsoever nature and kind excepted,) unto Messrs. Schoenian & Dresel, his or their assigns, he or they paying freight for the said goods at the rate of shillings British sterling per ton of forty cubic feet for dry goods; 50 shillings British sterling per ton of forty cubic feet for hardware; shillings British sterling per ton of forty cubic feet for coarse woollens, &c.; shillings British sterling per ton of forty cubic feet for small wares; shillings British sterling per ton of forty cubic feet for blankets; shillings British sterling per ton of forty cubic feet for chains, castings, &c.; shillings British sterling per ton of forty cubic feet for earthenware; shillings British sterling per ton of forty cubic feet for nails, hollow-ware; shillings British sterling per ton of twenty cwt. for steel, iron, &c., and shillings British sterling per bundle, &c., with ten per cent. primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 8th day of August, 1863.

Weight and contents unknown.

JOHN RIVE.

LIVERPOOL, 10*th Aug.*, 1863.

Messrs. Schoenian & Dresel, Matamoras:

DEAR SIRS: We have the pleasure of handing you herewith invoice and bill of lading for 1 packages shipped p'r Dashing Wave, Rive master, which we hope will reach you safely and in good order.

We remain, yours, respectfully,

BROWN, SHIPLEY & CO.

S. & D. M. 31. 1 cask from Messrs. W. & S. Butcher, Sheffield.

Goods to be taken from alongside ship's tackle outside the bar, at receiver's risk and expense, within ten working days after arrival, if ship is in a position to deliver cargo, or pay £5 6s. 0d. per day demurrage, to be paid to ship by consignees in fair proportion.

[MH] 1 1 case, 13 f. 1 inch.
[MH] 2–51 5o coils, 330 f. 9 inches.

13 1 at 50s	£ 0 16 4	
330 9 at 40s	16 10 9	
	17 07 1	
5 per cent	17 5	
	18 4 6	

Shipped, in good order and condition, by McDowell & Halidays, in and upon the good ship or vessel called the Dashing Wave, whereof is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, fifty coils rope, one case hardware, and one parcel samples, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of fire, the seas, and navigation of whatsoever nature or kind excepted,) unto J. W. Jockusch, esq., or to his assigns; freight for the said goods paid here at the rate of (here as per margin) with 5 per cent primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which accomplished, the rest to stand void.

Dated in Liverpool, this 28th August, 1863.

JOHN RIVE.

Freight to be delivered one month after sailing, vessel lost or not lost. Weight and contents unknown.

Invoice of the following goods, shipped by the undersigned per Dashing Wave, Rive master, consigned to J. W. Jockusch, esq., Matamoros, in the republic of Mexico, for which port said vessel is bound.

Marks.	Numbers.	Number of packages.	Description of packages.	Gross weight.	Description.	Value.
[MH]	1	1 one..	Case -	410 lbs. four hundred and ten pounds.	Hardware ..	£46
[MH]	2-51	50 fifty.	Coils.	6,904 lbs. six thousand nine hundred and four pounds.	Rope.....	120
		1 one parcel samples.				
		52 fifty-two packages				166

Liverpool, 28th August, 1863.

McDOWELL & HALIDAYS.

Invoice of 50 *coils Manila bale rope and* 1 *case hardware, shipped per Dashing Wave for Matamoros, consigned to J. W. Jockusch, esq., for sale and return on account of the undersigned, being British property.*

[MH]	2-6	5 coils 1¾ bale rope, wg.	6	1	17						
	7-11	.....do.....	6	1	19						
	12-16	.....do.....	6	1	14						
	17-21	.....do.....	5	3	1						
	22-26	.....do.....	5	3	23						
	27-31	.....do.....	6	0	3						
	32-36	.....do.....	6	0	26						
	37-41	.....do.....	6	0	5						
	42-46	.....do.....	6	0	17						
	47-51	.....do.....	6	1	3						
			61	2	16 at 39s. p. cwt.					£120	4	1
[MH]	1	1 case:									
	Tin 1	10m Victoria drilled eyed sharps in f'cy boxes, 6, 7, 8, 9, at 1s. 10d				£0	18	4			
		1 tin					2	4			
									£1	0	4
	2-10	9 10m tins same as above, at 20s. 4d							9	3	0
	11	10m Victoria drilled eyed sharps 1 to 9 assorted, at 2s				1	0	0			
		Tin					1	3			
									1	1	3
	12-20	9 10m tins same as No. 11, 21 3d							9	11	3
	21	12m sultana, 2-5 3-6 3-7 2-8 2-9, 3s				1	16	0			
		Tins					2	0			
									1	18	0
	22	3 grosss Queen's own knitting, 12, at 5s. 2d					15	6			
		4 gross Queen's own knitting, 13, at 4s. 2d					16	8			
		3 gross Queen's own knitting, 14, at 3s. 6d					10	6			
		2 gross Queen's own knitting, 15, at 3s					6	0			
		2 gross Queen's own knitting, 16, at 2s. 9d					5	6			
		2 gross Queen's own knitting, 17, at 2s. 9d					5	6			
		2 gross Queen's own knitting, 18, at 2s. 9d					5	6			
		25 gross pens 3 hole blue, 444, at 4½s					9	4½			
		25 gross pens fancy slit bright, 445, 4½s					9	4½			
		2 gross penholders, 630, 1s. 5d					2	10			
		1 gross penholders, 600, at 1s 9d					1	9			
		1 gross penholders, 448, at 3s 6d					3	6			
		6 doz. landscape pin boxes, at 2s. 9d					16	6			
		6 doz. flowers pin boxes, at 2s. 6d					15	0			
		6 doz. blk. pin boxes, B 96, at 1s. 6d					9	0			
		Forward				6	12	6	22	13	10	120	4	1
	1	Brought forward				6	12	6	22	13	10	120	4	1
	Tin 22	6 doz. black pin boxes, B 140, at 3s. 6d.				1	1	0			
		6 doz. black pin boxes, B 144, at 2s. 6d.					15	0			
		1 gross embossed hair pin boxes, curvilinear, at 10s. 6d					10	6			
		1 gross embossed hairpin boxes plain, at 6s. 6d					6	6			
		½ gross rifleman hairpin boxes plain, at 7s					3	6			

Invoice of 50 coils Manila bail rope, &c.—Continued.

Tin 22.	½ gross language flowers hairpin boxes, curvilinear, at 10s. 6d	£5 3			
	80 doz. blue country stuck pins: 24 3½ at 2s 9d.; 20 4 at 3s. 2d ; 16 5 at 3s. 10d ; 20 12 at 2s. 6d	12 0 8			
			£21 14 11		
	1 tin 9s., wood case, 12s		1 1 0		
			45 9 9		
1	1m sultana sharps, at 3s	£3 0			
2	1m Victoria sharps, at 1s. 10d	1 10			
3	1 doz. hairpins boxes curvilinear, at 10½d	10½			
4	1 doz. hairpin boxes plain, at 7d	7			
5	1 doz. embossed hairpin boxes plain, at 6½d	6½			
6	1 doz. black pin boxes, B 144, at 2s. 6d.	2 6			
7	do B 140, at 3s. 6d.	3 6			
8	do B 96, at 1s. 6d.	1 6			
9	1 doz. flowers pin boxes, at 2s. 6d	2 6			
10	1 doz. landscape pin boxes, at 2s. 9d	2 9			
11	1 gro. pens 3 hole blue, 444, at 4½d	4½			
12	1 doz. blue country stuck pins, 12, at 2s. 6d	2 6			
13	¼ gross Queen's own knitting, 12, at 5½d	1 3½			
14	¼ gross Queen's own knitting, 13, at 4½d	1 0½			
15	¼ gross Queen's own knitting, 15, at 3s.	9			
16	¼ gross Queen's own knitting, 16, at 2s. 9d	8¼			
17	¼ gross Queen's own knitting, 17, at 2s. 9d	8¼			
18	¼ gross Queen's own knitting, 18, at 2s. 9d	8¼			
			1 7 7		
				46 17 4	
				167 1 5	
	Disct and brok. 120£. 4s. 1d. at 3¾ p. c.		4 10 3		
	Disct. on £46 17s. 11d. at 5 p. c.		2 6 10		
				6 17 1	
				160 4 4	
	Charges:				
	To marine ins'ce on £250 at 40s. p. c. and pol		5 6 0		
	To freight and primage as per B. L., £18 4 6 dock and town dues 3s. 2d		18 7 8		
	To consul's certificate 18s.; bills lading 2s. 6d		1 0 6		
				24 14 2	
				184 18 6	

Liverpool, 1st Sept., 1863.
EE.

McDOWELL & HALIDAYS.

20	71–89	19	bales	139.4
	11	1	truss samples.	
	1–4	4	cases	36.9
	1	1	parcel samples.	
	37	1	bale	6.2
[K] R	1–2	2	cases	10.7
	3	1	keg	11.2
	4–25	22	cases	93.4
		1	do. samples.	
D O M	8–17	10	bales	321.1
	28–72	45	do.	
	2	7	do.	
	3	12	do.	
	2	1	case samples.	
	7	23	bales	116.11
	1	1	case samples.	
Total		150	pkgs.	735.4

50s	45	19 9
Primage 10 p. c.	4	12 0
	£50	11 9

Freight to be paid at port of discharge in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage.

[K] R		1	case powdered rhubarb	£7	
	2	1	do. Dover's powder	8	15
	3	1	keg citric acid	9	
	4–8	5	cases quinine	153	6
	9	1	do. Turkey opium	50	8
	10–14	5	do. calcined magnesia	6	5
	15–20	6	do. castor oil	5	2
	21	1	do. blue pills	4	7
	22	1	do. calomel	7	10
	23	1	do. chloroform	10	12
	24, 25	2	do. ref'd camphor	21	9
	Samples	1	box samples.		
[K]	37	1	bale pr't'd cot'n h'dk'fs	159	lbs.
	1–3	3	cases wh. cot'n spool thread.		
	4	1	do. do. do.		
D O M	2	7	bales wh't. cot'n shirtings	178	
	3	12	do. do. do.	173	

	8–17	10 do. col'd cotton ticks	167
	28–72	45 do. cot'n prints	164
	2 samples	1 case samples.	
[K]	2	1 parcel do.	
E D O	71–89	19 bales printed flannels	189
D O M	7	23 do. bleached linen sheetings	160
E D O	71–89	1 bale samples.	

Shipped, in good order and condition, by John Meek, of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof J. Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, one hundred and seventeen bales, twenty-eight cases, one keg merchandise; two cases, one bale, and one parcel samples, being marked and numbered as per margin; and are to be delivered in the like good order and condition, at the aforesaid port of Matamoros, (all and every the dangers and accidents of the seas, rivers, and navigation, of whatsoever nature and kind, excepted,) Messrs. Droege, Oetling & Co., or to their assigns; freight and primage for the said goods as per margin, to be paid in Matamoros, with average accustomed.

In witness whereof, the master or purser of the said ship hath affirmed to 4 bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 4th day of Sept'r, 1863.

Filed Dec. 2, 1863.

K. LOEW, *D'y Cl'k.*

Muslins ..... 703 lbs.

VC 4614 4834	2 p'k'gs	41.3. *a* 55s	2	16	9
				2	10
			£2	19	7

Shipped, in good order and condition, by James Moss & Co., shipping agents, of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, two packages merchandise, being marked and numbered as per margin, and are to be delivered, in the like good order and condition, at the aforesaid port of Matamoros, (all and every the dangers and accidents of the seas and of navigation, of whatsoever nature or kind, excepted,) unto Messrs. Jonas Marks & Co., or to their assigns; he or they paying freight for the said goods in Liverpool, at the rate of fifty-five shillings per ton of forty cubic feet, with five per cent. primage and average as per custom of the port of London. In case of dispute respecting the measurement of any package or packages, the same to be remeasured at the port of discharge, within one day of landing, with ship's callipers, in the presence of the consignee and of the captain, and the freight paid accordingly.

In witness whereof the master or purser of the said ship has affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 4th day of Sept'r, 1863.

Contents unknown to

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten working days after arrival, or pay £6 6 0 per day demurrage, if ship is in a position to deliver cargo, to be paid by consignees in fair proportion.

Freight to be paid here, one month after sailing, vessel lost or not lost.

F. de L. & Co.	2 boxes £12,000			
	Freight, 10 p. c.	£120	0	0
	Primage, 5 p. c.....	6	0	0
		126	0	0

Sealed as per seal annexed; to be delivered unbroken.

Freight to be paid here, one month after sailing, vessel lost or not lost. Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage.

Shipped in good order and condition, by Francisco de Lizardi and Co., of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, Mexico, two boxes, said to contain six thousand sovereigns each, all British property, being marked and numbered as per margin; and are to be delivered in the like good order and condition, at the aforesaid port of Matamoros, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto S'r D'n Jose San Roman, or to his assigns; he or they paying freight for the said goods, in Liverpool, as per margin and average accustomed.

In witness whereof, the master or purser of the said ship or vessel has affirmed to three bills of lading, all of this tenor or date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 2d day of September, 1863.

No goods contraband of war being on board.

Weight and contents unknown.

————————, *Captain.*

Not accountable for leakage, breakage, or rust, unless caused by carelessness or improper storage.

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage.

Freight to be paid at port of discharge in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

V G	1–131.	131 pieces.
	1–7.	7 cases.
	8–11.	4 kegs.
	12–14.	3 casks.

3,017.9 at 40 s. pr'e	£150	17	9
72 2 27 at 40 s	7	6	0
	158	3	9
Pr'ge	15	16	4
	174	0	1

Particulars on back.

V G						
1–7	7 pieces 1,915.7					
8–19	12 plates 248.0					
20	1 steam box	5	1	0	9	2
21–2	2 do. pipes	7	1	2	9	11
23	1 nozzle	1	1	10	2	2
24–31	8 feed pipes 19.0					
32	1 pipe	2	0	4	1	6
33	1 nozzle	0	3	10	1	1
34	1 branch 12.6					
35	1 weight	0	1	22	—	2
36	1 boiler front	4	1	13		
37	1 plate	3	2	6	3	10
38	1 damper 6.2					
39–80	2 pullies 1.4					
41	1 weight	1	0	0	—	7
42–7	6 shieves 666.6					
	667.0					
48–59	12 blocks	8	2	12	11	0
60	1 pole	4	3	20	7	5
61	1 case for pole 18.0					
62	1 stuffing box	2	2	14	2	4
63	1 piece 29.1					
64	1 " (door) 23.1					
65	1 wind box 7.1					
66–8	4 seatings	0	3	20	1	0
70–1	2 sleepers	1	3	24	1	2
72–131	60 bars	23	1	14	15	0

1–7	7 cases 68.11						
			69.2				
8–11	4 kegs.....			4	0	24	4 8
12–14	3 barrels 8.6						
		3,017.9		32	3	27	71 0
				72	2	27	

Shipped, in good order and condition, by William White, of Liverpool, as agent for Messrs. C. de Murrieta & Co., of London, in and upon the good ship or vessel called the Dashing Wave, whereof is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, one hundred and thirty-one pieces, seven cases, four kegs, and three casks, comprising one boiler and its fittings, with other mining machinery, being marked and numbered as per margin; and are to be delivered, in the like good order and condition, at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted,) unto S'r D'n Francisco Armendaiz, or to his assigns; freight for the said goods to be paid there, as per margin, with average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 1st day of Sept., 1863.

Weight and contents unknown to

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage.

Weight and contents unknown.

B C S	1 *a* 2	2 cases					61.1
D O	5	10 "					70.5
M	18 *a* 27	10 bales	}				248.0
	73 *a* 117	45 "	}				
	1	1 case samples.....					
[D]	1 *a* 3	3 "					16.5
W	5 *a* 9	5 "					62.1
[K]	10 *a* 22	13 bales					130.2
	23	1 case	}				78.7
	24 *a* 29	6 "	}				
	32 *a* 36	5 "	}				612.7
	1	1 " samples		T.			
B	77 *a* 92	16 bars iron		3	6	0	8
	197 *a* 210	250 bundles iron		30	13	0	24
	Total....	368 packages		33	19	1	4

612.7 *a* 50s				£38	5 9
33 18 1 4 *a* 35s				59	8 6
				87	14 6
				8	15 5
				107	9 11

B	77–78	2 bars bar-iron ..... lbs.	362
	79–80	2 .....do.....	504
	81–82	2 .....do.....	666
	83–87	5 .....do.....	392
	88–92	5 .....do.....	474
	197	64 b'dls..do.....	280
	198	48 .....do.....	280
	199	32 .....do.....	212
	200	8 .....do.....	281
	201	32 .....do.....	218
	202	8 .....do.....	279
	203	5 .....do.....	246
	204	5 .....do.....	250
	205	4 .....do.....	287
	206	4 .....do.....	1,050
	207	12 .....do.....	283
	208	4 .....do.....	286
	209	8 .....do.....	289
	210	16 .....do.....	275
B C S	1	1 case cast steel, 507 lbs., net	
	2	1 .....do.....602	
D O	5	5 do. white cotton, spool thread ..	163
M	5	5 do.....do.....do.....	184
	18–27	10 b'ls cotton prints.....	164
	73–82	10 .....do.....	164
	83–92	10 .....do.....	158
	93–102	10 .....do.....	164
	103–117	15 .....do.....	162
	1 sample.	1 case samples	
[R]	5	1 do. dyed linen hank thread	387
	6	1 do. unbleached linen hank thread Dyed linen hank thread	388
	7	1 .....do.....	384
	8	1 .....do..... Unbleached linen hank thread	383
	9	1 .....do..... Dyed linen hank thread	357
	10–18	9 b'ls gray cotton domestics.....	272
	19–22	4 do. colored cotton regatta stropes	246
	23	1 case bone buttons, and pearl buttons	178
	24–26	3 do. bone buttons.....	216

	27	1 case bone buttons	218
[K]	28	1 case bone and porcelain buttons	244
	29	1 ....do .....do	274
	32	1 do. white cotton shirtings	272
	33	1 do..... .....do	296
	34	1 do..... .....do	292
	35	1 do. dyed linen shoe thread	239
	36	1 do.....do ..... hemp boot lace, worsted boot lace, silk boot lace, cotton webbing, steel awl blades, wooden awl hafts, steel jacks knives, hammers, pincers, nippers, shoemaker's hairs, steel rasps, steel plier pinchers, steel eyelet pliers, iron eyelets, brass eyelets	248
[D] W	1	1 case pins, hair pins, cedar pencils, steel pens, wooden penholders	308
	2	1 do. steel knitting needles	224
	3	1 ....do ..sewing ....do	252
[K]	1	1 do. samples	

Shipped, in good order and condition, by John Meek, of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof J. Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, thirty-two cases, sixty-eight bales merchandise, two hundred and fifty bundles iron, and sixteen bars iron and two cases samples, being marked and numbered as per margin; and are to be delivered, in the like good order and condition, at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas, rivers, and navigation, of whatsoever nature and kind, excepted,) unto Messrs. Droege, Oetling & Co., or to their assigns; freight and primage for the said goods, as per margin, to be paid in Matamoras, with average accustomed.

In witness whereof the master or purser of the said ship hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished the rest to stand void.

Freight to be paid at port of discharge in hard Mexican dollars, at the rate of 48 pence sterling per dollar.

Weight and contents unknown.

Dated in Liverpool, this 3d day of Sept'r, 1863.

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 per day demurrage,

S. & P. H.	1–50.	50 bales.....	196 9
	51–71, 84–94.	32 do.....	159 5
	73–79, 95–100–3.	12 cases.....	74 11
	81–83.	3 do.....	11 3

	1 case samples		
R. & S. H. 96–98.	3 bales		22 1
Total	101 packages		464 5
At 50s		£29	0 6
Primage 10 p. c		2	18 6
		31	18 7

Grossage of each package.

S. & P. H.	1–50.	50 bales plain cotton calico	lbs. 196
	51–61.	11 do. printed cotton	173½
	62–71.	10 do. do.	174
	73–79.	7 cases thread	192
	81–82.	2 do. silk hkfs	93
	83.	1 do.	35
	84–94.	11 bales printed cotton aprons	184
	95.	1 lease muselin de laine (105)	165
R. & S. H.	96–98.	3 bales colored woollen flannel (147)	147
S. & P. H.	100–3.	4 cases printed cotton muslin (110)	110
		1 do. samples	

Freight to be paid at port of discharge, in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

Shipped, in good order and condition, by John Meek, of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, eighty-five bales, fifteen cases merchandise, and one case samples, being marked and numbered as per margin; and are to be delivered in the like good order and condition at the aforesaid port of Matamoros, (all and every the dangers and accidents of the seas, rivers, and navigation, of whatsoever nature and kind, excepted,) unto Messrs. Burchard & Co., successors, or to their assigns; freight and primage for the said goods, as per margin, to be paid in Matamoros, with average accustomed.

In witness whereof the master or purser of the said ship hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 29th day of August, 1863.

[L] 1–3 11 15–16 22–3 27–31 35–9.
43–7 51–5 59–63 64–65.

35 bales cordage, 142 feet 1 in., at 40 s		£7	2 1
5 p. c		1	4 3
		7	16 4
Weighing gross		35	1 3

Goods to be be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6s. per day demurrage. Weight and contents unknown.

Shipped, in good order and condition, by Wallis & Pollock, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, thirty-five bales cordage, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoros, (all and every the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted,) unto Messrs. Milmo, or to assigns, he or they paying freight for the said goods at the rate of, here as per margin, with 5 per cent. primage, and average accustomed.

In witness whereof the master of the said ship or vessel hath affirmed three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 25 day of Aug't, 1863.

Freight to be paid here one month after sailing, vessel lost or not lost.

Freight to be paid at port of discharge in hard Mexican dollars at the rate of 48 pence sterling per dollar. Weight and contents unknown.

[MH]	l. 1 case	13	1
[MH]	2–51. 50 coils	330	9
13.1 at 50s		£0 16	4
330.9 c. 40s		16 10	9
		17 7	1
	5 p. c	17	5
		18 4	6

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten working days after arrival, if ship is in a position to deliver cargo, or pay £6 6s. per day demurrage, to be paid by consignees in fair proportion.

Freight to be paid here one month after sailing, vessel lost or not lost. Weight and contents unknown.

Shipped, in good order and condition, by McDowell & Halidays, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, fifty coils rope and one parcel, one case hardware samples, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoros, (all and every the dangers and acci-

dents of fire, the seas, and navigation, of whatsoever nature or kind, excepted,) unto J. W. Jockusch, esq., or to his assigns; freight for the said goods had here at the rate of, here as per margin, with 5 per cent. primage, and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which accomplished, the rest to stand void.

Dated in Liverpool, this 28th Aug't, 1863.

1 case hardware, 3 2 18		£46
50 coils rope, 16 2 16		120
		166

L. K. 50. 50 coils.

M. G. 250 *a* 40s.	12 10 0	
10 pc.	1 5 0	
	£13 15 0	

Freight to be paid at port of discharge in hard Mexican dollars at the rate of 48 pence sterling per dollar. Weight and contents unknown.

5,018 lbs rope, £87.

Shipped, in good order and condition, by McDowell & Halidays, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, fifty coils rope, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras (all and every the dangers and accidents of fire, the seas and navigation, of whatsoever nature or kind, excepted) unto Messrs. Droege, Oetling & Co., or to their assigns; he or they paying freight for the said goods, at the rate of, here as per margin, with 10 per cent. primage, and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which accomplished, the rest to stand void.

Dated in Liverpool, this 28th of August, 1863.

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten working days after arrival, if ship is in a position to deliver cargo, or pay £6 per day demurrage, to be paid to ship by consignee, in fair proportion.

JOHN RIVE.

H.—15-30 16 cases.

M. G. 196.11 *a* 55s.	13 10 9	
10 pc.	1 7 1	
	£14 17 10	

Freight to be paid at port of discharge in hard Mexican dollars, at the rate of 48 pence sterling per dollar. Weight and contents unknown.

Shipped, in good order and condition, by McDowell & Halidays, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, sixteen cases merchandise, one box, one parcel samples, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of fire, the seas, and navigation, of whatsoever nature or kind, excepted) unto Messrs. Hale & Co., or to their assigns, he or they paying freight for the said goods at the rate of, here as per margin, with ten per cent primage, and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which accomplished, the rest to stand void.

Dated in Liverpool, this 27th August, 1863.

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense within ten days after arrival, if ship is in a condition to deliver cargo, or pay £6 6 0 a day demurrage, to be paid to ship by consignees in fair proportion.

	Gross weight.
[H	15–466 lbs.
	16–167 lbs.
	17–315 lbs.
	18–159 lbs.
	19–150 lbs.
	20–231 lbs.
	21–251 lbs.
	22–213 lbs.
	23–216 lbs.
	24–280 lbs.
	25–280 lbs.
	26–280 lbs.
	27–278 lbs.
	28–279 lbs.
	29–256 lbs.
	30–313 lbs.

	100 doz. napkins,	
	600 doz. handkerchiefs,	
	150 doz. towels,	
	120 doz. shirts	£510
1,625	yds. linens	180
987.	drills	50
		740

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage. Weight and contents unknown.

[A] 1-18. 18 cases.
[B] 1-18. 18 cases.
[C] 1-6. 6 cases.
W. C.
H 1-3. 3 cases.

Measuring 522 feet 7 ins., *a* 50s.	£32 03 3
Ship's tackle.	1 12 8
	34 5 11

Gross weight.

W. C.				
[H]	1	1 case.	1,018 lbs.	A molding machine.
"	2	1 case.	106 lbs.	2 leather stretching machines.
"	3	1 case.	88 lbs.	Cutlery.
[G]	1	1 case.	233 lbs.	Card clothing and tacks to be used in cotton manufacturing.
"	2	1 case.	250 lbs.	
"	3	1 case.	238 lbs.	
"	4	1 case.	233 lbs.	
"	5	1 case.	236 lbs.	
"	6	1 case.	242 lbs.	
[A]	1-18	18 cases.	290 lbs. each	Do.
[B]	1-18	18 cases.	4,791 lbs. together.	Do.

Shipped, in good order and condition, by W. C. Hawkins, of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof John Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, forty-five cases merchandise, being marked and numbered as per margin, and are to be delivered in the like good order and well-conditioned, at the aforesaid port of Matamoros, (all and every the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted.) unto J. San Roman, esqr., or to his assigns; he or they paying freight for the said goods in Liverpool, as per margin, with average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 20th day of August, 1863.

Goods to be taken from alongside ship's tackle, outside the bar, at receivers' risk and expense, within ten days after arrival, or pay £6 6 0 per day demurrage.

S. & D. [M] 31. 1 cask	£12 2 0

	Ft. in.	
Ing. 32. 3 *a* 50s.		2 0 4
50 primage		2 0
		2 2 4

Shipped, in good order and condition, by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, now lying in the port of Liverpool, and bound for Matamoras, one cask hardware, being marked and numbered as in the margin; and are to be delivered, in the like good order and condition, at the aforesaid port of Matamoras, (all and every the dangers and accidents of fire, the seas, and navigation, of whatsoever nature and kind, excepted,) unto Mess. Schoenian & Dresel, his or their assigns; he or they paying freight for the said goods at the rate of shillings British sterling p. ton of forty cubic feet for dry-goods; 50s. shillings British sterling p. ton of forty cubic feet for hardware; shillings British sterling p. ton of forty cubic feet for coarse woollens, &c.; shillings British sterling p. ton of forty cubic feet for smallwares; shillings British sterling p. ton of forty cubic feet for blankets; shillings British sterling p. ton of forty cubic feet for chains, castings, &c.; shillings British sterling p. ton of forty cubic feet for earthenware; shillings British sterling p. ton of forty cubic feet for nails, hollow-ware; shillings British sterling p. ton of twenty cwt. for steel, iron, &c.; and shillings British sterling p. bundle, &c.

With five per cent. primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool this 8 day of Aug., 1863.

Weight and contents unknown.

[L. 1] D. H–426.	1 case patterns of hardware, 4 feet 9 in.	1	0	0
	Freight, in full.....	£	10	6

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £5 0 0 per day demurrage.

Freight to be paid at port of discharge in hard Mexican dollars, at the rate of 48 pence sterling per dollar.

Weight and contents unknown.

Shipped, in good order and condition, by Wm. Griffith & Co., agents, in and upon the good ship or vessel called the Dashing Wave, whereof Rives is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, one case Poderas hardware, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted,) unto Messrs. Burchard & Co.'s successors, or to their assigns, he or they paying freight for the said goods at the rate of as in margin, with 10 per cent primage and average accustomed.

In witness whereof the master of the said ship or vessel hath af-

firmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 27th day of July, 1863.

Goods to be taken from alongside the ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £5 0 0 per day demurrage.

Freight to be paid at port of discharge in hard Mexican dollars, at the rate of 48 pence sterling per dollar.

Weight and contents unknown.

Marks.	Numbers.	Packages.	Measurement.		Rate.	£. s. d.
			ft.	in.		
C G	3,382–3,385	4 cases				
	3,383–'85	1 case samples				
		Woollen shawls	47	2	*a* 50s.	2 19 0
					Primage.	6 0
						3 5 0

Shipped, in good order and condition, by Leech, Harrison & Forwood, of Liverpool, as agents, in and upon the good ship or vessel called the Dashing Wave, whereof is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, four cases of merchandise, being marked and numbered as per margin; and to be delivered in the like good order and condition at the aforesaid port of Matamoras, (the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted.) unto Burchard & Co. succ'rs, order, or to or assigns; freight for the said goods to be paid there at the rate of fifty shillings per ton of forty cubic feet, with 10 per cent. primage, and average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to four bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 1st day of August, 1863.

Contents unknown to—

Goods to be taken from alongside ship's tackle, outside the bar, at receiver's risk and expense, within ten days after arrival, or pay £5 0 0 per day demurrage.

Freight to be paid at port of discharge in hard Mexican dollars, at at the rate of 48 pence sterling per dollar.

Weight and contents unknown.

Marks.	Numbers.	Packages.	Measurement.		Rate.	£. s. d.
			ft.	in.		
L O	219–318	100 bales	375	0	*a* 50s.	23 8 9
I Y	----------	Cotton goods	93	9	Primage	2 6 12
			468	9		25 15 8

Shipped, in good order and condition, by Leech, Harrison & Forwood, of Liverpool, as agents, in and upon the good ship or vessel called the Dashing Wave, whereof is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoras, one hundred bales of merchandise, being marked and numbered as per margin; and to be delivered in the like good order and condition at the aforesaid port of Matamoras, (the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted,) unto Burchard & Co. successors' order, or to assigns; freight for the said goods to be paid there at the rate of fifty shillings per ton of forty cubic feet, with 15 per cent. primage, and average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to four bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 1st day of August, 1863.

Contents unknown to—

W. J. 60–179, 185–234, 244, 245, 248, 249, 267, 268, 283–330, 336–387, 389–414,	302 bales.
180–184, 235–243, 246, 247, 250–266, 269, 273–282, 331–335, 388,	50 cases.

Mess'g, 2,259.0 *a.* 1s. 4½d	£155 6 2
Primage 5 p. c	7 5 4
	163 1 6

415, 1 case samples.

Freight to be paid here one month after sailing, vessel lost or not lost.

Shipped, in good order and condition, by E. Frodsham & Hardman, of Liverpool, and upon the good ship or vessel called the Dashing Wave, whereof Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for Matamoros, three hundred and two bales and fifty cases merchandise and one case samples, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (all and every the dangers and accidents of the seas and navigation of whatsoever nature or kind, excepted,) unto Messrs. Milmo & Co., for account of Joseph Walsh, esq., Monterey, or to their assigns, paying for freight for the said goods 55s. per ton meas't; freight payable at Liverpool, primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this 29 day of July, 1863.

Contents unknown to—

Goods to be taken from alongside the ship's tackle outside the bar by and at the risk and expense of the consignees.

Dashing Wave, Matamoras.

W. J.	60–69	10 bales, 229 lbs. each,	Cottons.
	70–79	10 bales, 241 lbs. each,	
	80–88	9 bales, 190 lbs. each,	
	89–99	11 bales, 194 lbs. each,	
	100–161	62 bales, 214 lbs. each,	
	162–169	8 bales, 219 lbs. each,	
	170–179	10 bales, 279 lbs. each,	
	180–184	5 cases, 302 lbs. each,	
	185–233	49 bales, 209 lbs. each,	
	234	1 bale, 194 lbs. e.,	
	235	1 case, 118 lbs.,	Cotton handkerchiefs.
	236	1 case, 144 lbs.,	
	237	1 case, 126 lbs.,	
	238–241	4 cases, 101 lbs. ea.,	
	242–243	2 cases, 118 lbs. ea.,	
	244	1 bale, 192 lbs.,	Cottons.
	245	1 bale, 199 lbs.,	
	246–247	2 cases, 654 lbs. each,	
	248–249	2 bales, 156 lbs. each,	
	250–251	2 cases, 107 lbs. each,	Cotton handkerchiefs.
	252–255	4 cases, 103 lbs. each,	
	256–264	9 cases, 167 lbs. each,	
	265	1 case, 145 lbs.,	
	266	1 case, 91 lbs., worsted stuffs.	
	267	1 bale, 630 lbs.,	[This corner torn off.]
	268	1 bale, 518 lbs.,	
	269	1 case, 322 lbs.,	
	273	1 case, 198 lbs.,	
	274	1 case, 190 lbs.,	
	275	1 case, 374 lbs.,	
	276	1 case, 376 lbs.,	
	277	1 case, 537 lbs.,	
	278–279	2 cases, 466 lbs. each, linens.	
	280	1 case, 152 lbs, linen and cotton.	
	281–282	2 cases, 190 lbs. each,	Cottons.
	283–330	48 bales, 220 lbs. each,	
	331–335	5 cases, 203 lbs. each, ball cotton thread.	
	336–347	12 bales, 219 lbs. each,	Cottons.
	349–386	38 bales, 219 lbs. each,	
	348	1 bale, 204 lbs.,	
	387	1 bale, 204 lbs.,	
	388	1 case, 156 lbs.,	

389	1 bale, 269 lbs., Union cloths.
390–409	20 bales, 379 lbs. each, fancy cottons.
410–413	4 bales, 286 lbs. each, } Union blankets.
414	1 bale, 271 lbs., }
415	1 case, 200 lbs., pattern cards and samples.

In bulk 45 tons coal.
Captain's copy.

Shipped, in good order and condition, by Mssrs. P. K. Dean & Co., of Liverpool, in and upon the good ship or vessel called the Dashing Wave, whereof John Rive is master for this present voyage, and now lying in the port of Liverpool, and bound for the Gulf of Mexico, forty-five tons best steam coal in bulk, being marked and numbered as per margin; and are to be delivered, in the like good order and condition, at the aforesaid Gulf of Mexico, (all and every the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted,) unto order, or to their assigns, he or they paying freight for the said goods as per agreement, with average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

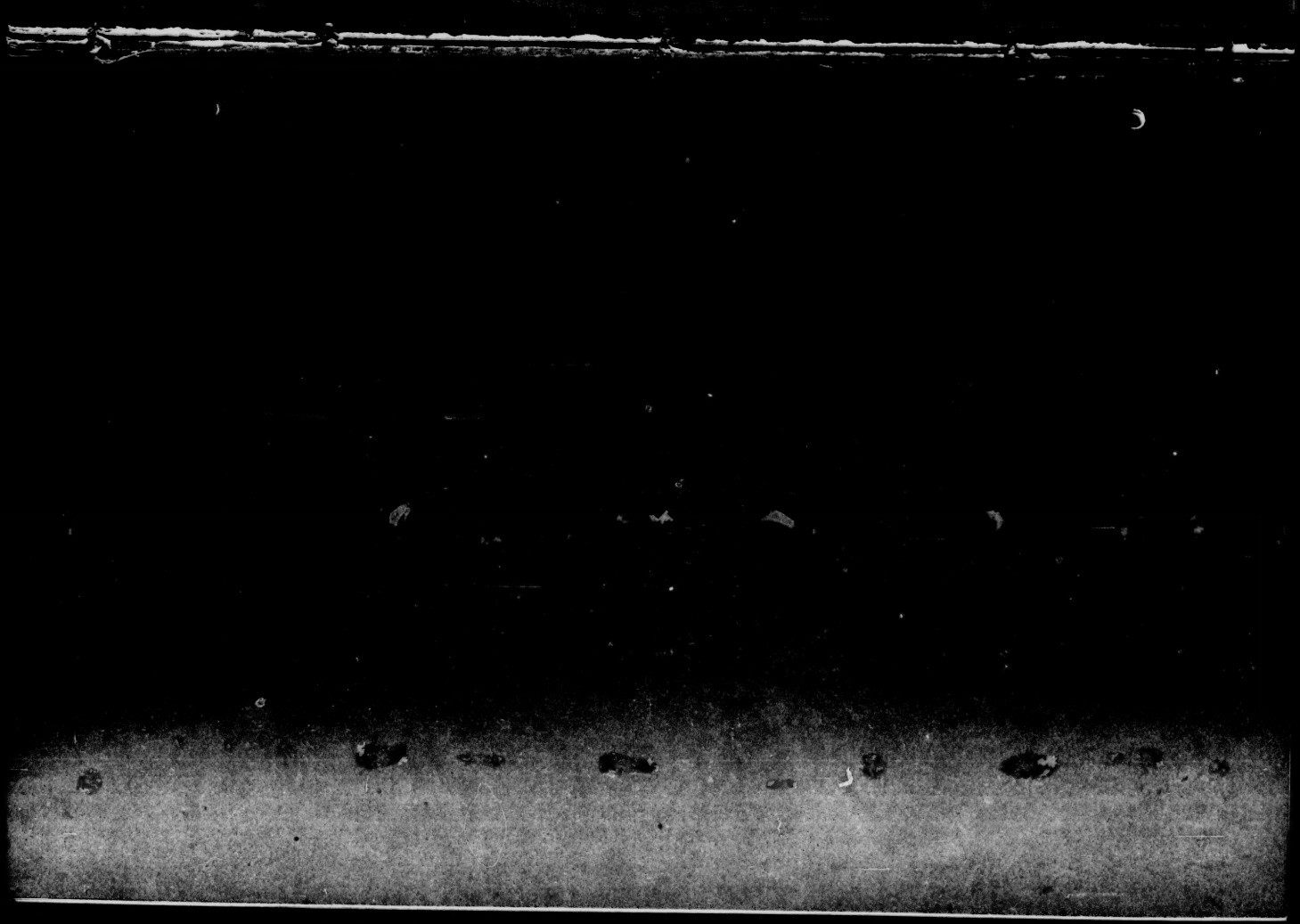
Dated in Liverpool, this 8th day of September, 1863.

I, John C. Schaad, do solemnly swear that the translations appended to consular certificates Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 15, and of the letters marked A and B, are true translations of the same to the best of my knowledge and ability.

JOHN C. SCHAAD.

Subscribed and sworn to in open court, this 9 day of January, A. D. 1867.

D. W. MIDDLETON,
Clerk Supreme Court U. S.



In the Supreme Court of the United States.

DECEMBER TERM, 1866.

UNITED STATES
vs.
THE DASHING WAVE AND CARGO. } No. 101.

Appeals from the district court for the eastern district of Louisiana.

PROCEEDINGS IN DISTRICT COURT.

This vessel was captured, with her outward cargo on board, on November 5, 1863, while lying at anchor off the Rio Grande, and brought into New Orleans, where vessel and cargo were libelled, on November 23, as prize of war.

On December 12, 1863, JOHN RIVE, the master, filed a claim for the vessel and cargo, averring that they belonged to neutral owners. (Rec., p. 17.)

On the same day P. H. Morgan, esq., as attorney, claimed on behalf of FRANCISCO DE LIZARDI, of London, merchant, several packages of coin, amounting to *twelve thousand pound sterling*, constituting part of said cargo, and averred that his said principals were the owners thereof. (Rec., p. 18.)

On January 25, 1864, AVENDANO BROS., a commercial firm domiciled in New Orleans, intervened and claimed, on behalf of the said FRANCISCO DE LIZARDI & Co., two boxes containing twelve thousand sovereigns, a part of said cargo. They averred that said specie was shipped on board this vessel at Liverpool and consigned to JOSE SAN ROMAN at Matamoras, Mexico, and that on January 19, the bill of lading therefor was specially indorsed by said consignee to them, Avendano Bros. And they further averred "*that the said Francisco de Lizardi & Co. are the true and bona fide owners of the said*

two boxes, containing six thousand sovereigns each, and that no other person is the owner thereof." (Rec., p. 39.)

On January 28, the same Avendano Bros. claimed on behalf of VICTOR GARCIA of TAMPICO, and DON FRANCISCO DE LA MAZA of CATORCE, Mexico, 145 packages of machinery; averring that the said property was consigned to FRANCISCO ARMENDIEZ by orders of claimants to the shippers, Messrs Muriata & Co., of London. (Rec., pp. 40, 41.)

On January 25, 1864, the district court, on motion of the United States attorney, allowed further proof "touching the facts as to whether the vessel was in American waters or not, when taken, and as to the character of her cargo on her voyage to Matamoras, and when taken." (Rec., p. 39.) In compliance with this order the testimony of several witnesses as to the place of capture was taken on behalf of the United States. (Rec., pp. 43–47.)

On June 16, 1864, the court entered a decree restoring the vessel and cargo; (Rec. p. 47;) and on June 3, 1865, ordered and adjudged "that the costs and charges consequent on the capture be paid by the claimants, and that damages be refused." (Cl'ts' Rec., p. 16.)

The United States appeal from the decree of June 16, 1864, and the claimants from that of June 3, 1865, to this court.

GENERAL FACTS OF THE CASE.

1. The Dashing Wave, a British owned brig of 222 tons burden, was employed, it would seem, as a general ship on this voyage, described in the papers as a voyage from Liverpool to Matamoras. Advertised for such voyage by her owners and agents, P. H. Dean & Co., she was freighted at Liverpool in August and September, 1862, with an assorted and valuable cargo consigned by ten or more shippers to various persons and firms described as resident at Matamoras. (Rec., p. 27.) The cargo was of an exceedingly miscellaneous character; part of it was contraband, if destined to the hostile territory; most of it was peculiarly adapted for use and consumption in the revolted States, and all of it suitable for such

use and consumption. Thus, on board were 5 *cases quinine*, valued at $1,255, (Cl'ts' Rec., p. 5;) 100 *coils of rope*, (Ibid;) large quantities of *card clothing and tacks for cotton manufacturing*, (Ibid;) *blankets*, (Rec., p. 30;) *bar-iron and steel*. (Cl'ts' Rec., p. 15; Invoices, p. 98;) &c., &c.

2. It is clear that very few of the consignments of merchandise on board represented actual purchases by persons residing and trading at Matamoras, but that the larger number of the consignments were made on the account of English shippers or owners to parties being, or purporting to be, at Matamoras, who were, according to the theory of the government, under instructions, general or particular, in most cases to convert the consigned merchandise or its proceeds into *cotton* obtained from Texas, and ship the same to England on account of the shippers or owners of the outward cargo. These "Matamoras consignees" were, it is believed, in most instances, mere *conduit-pipes*, so to speak, for the safe transmission of the outward cargo into the rebel region, and the return therefrom of an equivalent in cotton.

The general nature of the transactions is fairly illustrated by the consignment of hardware and rope by McDOWELL & HALLIDAYS, Liverpool, to J. W. JOCKUSH, described in the *invoice* as of "*Matamoras, in the republic of Mexico*," but known from the consignor's letter to have been a person at *Brownsville*, Texas. (Invoices, p. 90; Rec., p. 36.) A sentence from that letter fully discloses the intended transaction—"*the nett proceeds you can use in advancing on cotton consigned to us, sending us a pass draft to balance the transaction.*" (Rec., p. 36.)

In the *Transcript of invoices*, &c., we find similar proofs of the destination of other portions of the cargo to the cotton-growing and cotton-supplying region north of the Rio Grande. LEMONIUS & CO. consign *cotton cards* to "C. F. JENNY, ESQ., MATAMORAS." The letter of advice shows that the parties were engaged in cotton operations in Texas, Jenny being the operator, as is fairly inferable, at the Texan *terminus* of their transactions. (Invoices, p. 5.)

The most remarkable shipment in the case is that of the

gold coin (£12,000) in the name of FRANCISCO DE LIZARDI & Co., of Liverpool. This gold, consigned by the bill of lading to J. SAN ROMAN at Matamoras, and alleged, under oath by the New Orleans intervenors, to be the sole property of the Liverpool shippers, is shown by the correspondence in the record to have been owned for the most part by one H. N. CALDWELL, who was with his wife on board of the Dashing Wave as a passenger, and apparently on his way to the south, and to have been shipped to the Matamoras consignee for the purchase of cotton either in Texas or Matamoras on the joint account of De Lizardi & Co. and Caldwell. (Transcript of Invoices, pp. 49–54.)

3. The residence and business of this man Caldwell are not fully disclosed in the record. It does not appear that he was a British merchant, nor that he had any commercial domicil in Mexico. He seems to have married in England shortly before the vessel sailed, and to have been on board with his wife and servant at the time of capture. The master states that they were permitted to go ashore with their luggage by the boarding officer. He states that the *females* (wife and servant) were English, but *that he does not know the nationality of Mr. Caldwell.* The master also swears that Caldwell had no interest in the vessel or cargo. (Rec., p. 9.) He appears, by the letters, to have been engaged in cotton transactions, (Invoice trans., p. 52,) and to have proposed to DE LIZARDI & CO. the plan of shipping all the gold to Mexico as their own property, (Ibid.) Caldwell made no claim for any part of the gold, nor has he personally appeared in any way in the case. The Liverpool shippers of the gold have not presented themselves before the court otherwise than through the claim of the New Orleans intervenors. Thus neither of the parties interested in this large amount of property ($130,000) has ventured to subject himself to the requirements of the test oath.

4. The proprietary documents in print show that *thirteen* or more of the consignments were on account of the shippers, and that *five* were apparently made by order and for account of others. Among the latter is the consignment of *cotton cards* to C. F. Jenny, (before referred to,) which seems to have been

for his account. (Trans. of Invoices, p. 4.) But the residence of this party does not appear otherwise than inferentially from the contents of the letter of the shippers mentioned above. (Ibid, p. 5.) Another transaction of purchase seems to be consignment of *rope* by McDowell & Hallidays to Messrs. Droege, Oetling & Co., Matamoras, subject to the order of Messrs. Lippman & Koppert. (Ibid, p. 8.) If it is clear that Droege, Oetling & Co. were *bona fide* Mexican merchants, it is not clear who and what *Lippman & Koppert* were, or why, if they were also Matamoras merchants, the consignment was not made directly to them.

Two other alleged shipments, by order of consignees, appear to be (1) the shipment of dry goods by Stavert, Zigomala & Co. to John Walsh, at Monterey, to care Messrs. Milmo & Co., Matamoras, (Transcript of Invoice, p. 25;) and (2) the shipment of mining machinery by William White, of Liverpool, as agents for De Murrieta & Co., of London, consigned by the invoice to Francisco Armendiaz, Matamoras, (Ibid., p. 74.) This machinery is the subject of a claim on behalf of parties alleged to be of Tampico and Catorce, Mexico, and is averred to have been purchased by them from the London consignors. In neither case does the record exhibit satisfactory evidence that the property was destined south of Matamoras. The names of the claimants and asserted owners of the *machinery* do not appear in the invoice, (Ibid., p. 80;) and there is no proof of the *residence* of the claimants at the places named. The claim and *teste-oath* are made not by the alleged owners, but by their New Orleans agents, as in the case of the specie.

5. The master, who was also part owner of the vessel, testified that he had no knowledge of the ownership of the cargo or any part of it; that he could not tell whether any of the laders or consignees had any interest in it, and that the cargo consisted principally of baled goods and machinery, making no mention of the gold coin on board. (Rec., p. 8.) He also swore that Caldwell, the passenger, had no interest in the vessel or cargo. (Rec., p. 9.)

6. As to the place of capture, nothing appears in contradic-

tion of the testimony of the naval witnesses examined under the order for further proof, who agree that the vessel was, when seized, on the American side of the boundary line, and in our waters. (Rec., p. 43.) What the master says on the subject (Rec., p. 8) is not worthy of consideration, as he evidently knew nothing of the locality; and the other two witnesses from the vessel do not speak on the point.

First Point.

The question of territorial immunity does not arise in the present case, no claim for restitution on that ground having been presented or authorized by the neutral government of Mexico.

1. The British and American authorities all concur in holding that a suggestion of neutral territory cannot be made by an *individual claimant*, but that it must proceed from the *government* whose territory is asserted to have been violated by a hostile capture. (3 Rob., 162; 6 Rob., 162; 1 Dod., 244, 412; 3 Wheaton, 435.) The latest review of the law of this subject is by Mr. Dana in his *Note* 209, on page 527 of his edition of *Wheaton*.

2. No legal discrimination can be made between the right of an enemy owner and that of a neutral claimant to claim restitution in a prize court on the ground of breach of sovereign territorial right. It is a familiar principle that "by fiction, or rather by intendment of law, all property condemned is the property of enemies; that is, of persons so to be considered in the particular transaction." (5 Rob., 176.)

A neutral who confesses wilful breach of blockade is as much disqualified as a hostile owner from preferring a claim in a court of prize.

3. Even if the capture occurred in Mexican waters, the district court, therefore, erred in restoring the property on that ground upon the present claims.

Second Point.

The specie claimed on behalf of De Lizardi & Co., of Liverpool, is clearly confiscable, upon the present proofs, on the ground of its ultimate unlawful destination beyond the neutral port to which it was consigned.

While the evidence contained in the record as to the intended employment and destination of some of the residue of this cargo is chiefly of a negative character, the evidence touching the intended employment and ulterior destination of this specie affirmatively establishes the guilty fact of an intention, on the part of the shippers and owners, to employ the same in purchasing cotton in Texas through the agency of the Matamoras consignee; and whether such intention was *absolute* or *contingent*, whether *final* or merely "shifting" and "eventual," it impressed, in law, upon the property a destination which will subject it to the penalty of confiscation in a prize court.

Transcript of Invoices, &c., pp. 47–54.

The Richmond, 5 Rob., 336.

Third Point.

Whether this specie is confiscable or not, upon the preparatory proofs and papers, there can be no final decree of restitution thereof, without *further proof*, adduced by the claimants, touching the commercial domicil and nationality of the part owner of the property, H. N. Caldwell.

1. The record contains no evidence in favor of the neutral character of Caldwell, but, on the contrary, it suggests a tangible suspicion that he was a hostile person. His presence on board the captured vessel with his wife and servant—the professed ignorance of the master and mates of the nationality and business of the party—the suggestion, in his correspondence with De Lizardi & Co., that the gold should be covered and consigned, in the bill of lading, as their neutral property—the previous commercial dealings of the party disclosed, in a vague but suggestive way, in this correspondence, are sufficient, in a prize court, to warrant the inference of his unneutral character, in the absence of clear proof to the contrary.

2. If the claimants should neglect or fail, upon an order for further proof being made, to establish the neutral character of this party, then the entire property claimed by DE LIZARDI & Co. will be confiscable by reason of the attempt of those parties to cover property of hostile ownership.

"If a neutral undertake to cover enemy property, the regular penalty of such a proceeding will be confiscation of the whole, including the goods that are really his own."

The Eenrom, 2 Rob., 1.

The Susa, 2 Rob., 251.

In the Phœnix Insurance Company v. Pratt, (2 Binney, 308,) the court held that a neutral master, who was the general agent for a cargo of neutral ownership, subjected the whole property of the principal on board the vessel to condemnation by attempting to cover in his own name other goods of hostile ownership in the same vessel.

See also Earle v. Rowcroft, 8 East., 126.

3. An order for *further proof* on the point suggested should be required to be executed by the claimants in this court, or the case should be remanded to the court below, with directions that the proof should be there given by the claimants of the specie.

Fourth Point.

It is respectfully submitted, in view of the character of the trade between England and Matamoras, and the circumstances attending and surrounding the prosecution of that trade, disclosed in the cases of the *Peterhoff*, the *Sir William Peel*, and other kindred cases considered, and to be considered by the court, that restitution of property professedly destined to Matamoras should not be decreed without plenary and stringent proof adduced by the claimants of such property, establishing the fact of its commercial destination to the neutral port, within the doctrine of the *Bermuda* and *Springbok;* that is to say, that it was the *bona fide* intention of the owners, not only that the property should be landed at that port, but that it should be there *incorporated by real sale into the common stock of the port.*

1. In the present case no such proof as to any one of the various shipments is found in the record; and, what is more remarkable, no offer of such proof has been made by any of the claimants. The lowest footing, therefore, on which this cargo can be placed is that the claimants must be required to give *further proof* on the question of destination.

2. The consignments in this case are devisible, as before stated, into two classes; those made on account of the consignors, and those apparently made under order and for account of parties purporting to be at Matamoras. As to several of the shipments of the first class, the record, as has been already shown, contains proof that the consignment to Matamoras was merely colorable, and that the real destination of the property was beyond the Rio Grande, where it was intended by the shippers that the property should be sold and converted into cotton. As to others of this class of shipments the transactions between the consignors and consignees are not so fully disclosed; although the general character of the major part of the property induces the belief that the bulk of the cargo was to be used as the medium of hostile trade in the blockaded country. But in each where a deficiency of evidence may be thought to exist on the vital questions in the case, the alleged owner should be required to support the general claim of the master by his own oath, accompanied by a full disclosure of the relations subsisting between him and his consignee, and the particular orders under which the consignments were made.

And in adjudicating upon property apparently proceeding for the account of other parties than the consignors, a similar requirement as to claims by such parties in person, and also proof of neutral character and residence, should, it is submitted, be imposed in every case in which the court may be of opinion the record does not contain evidence warranting immediate condemnation.

It is believed that in most instances the Matamoras consignees, the MILMOS & Co., the BURCHARDS' SUCCESSORS, the *San* ROMANS, and the others, were mere abutments of that bridge, to use the figure of the Chief Justice in his opinion in

the Bermuda, which spanned the ocean and the gulf, and stretched from Liverpool to Brownsville.

3. It is a remarkable fact that not one of the alleged owners of this cargo has ventured to sign and swear to a claim for his property; and as to all the shipments, except those of the gold and machinery, the case pends upon the insufficient claim of the master, who swears, in his preparatory examination, that he knew nothing of the ownership of the cargo. "Although," says Mr. Dana, "a claim may be put in, in the first instance, by the master or supercargo as agent, yet the court will require, as soon as may be, a claim by the asserted owner, and his personal oath." (Dana's Wheaton, p. 481.)

Fifth Point.

The case of the vessel must follow the fate of the cargo, whether that interest is adjudged condemnable upon the original proofs, or should be condemned after further proof shall be given by the claimants of the cargo.

1. That a master of a vessel, and agent of the owners, and capable of binding them *de jure* by his contracts and his misconduct, is well-settled doctrine, both of prize and instance courts of admiralty. (The Mercurius, 1 Rob., 84: Vrou Judith, Ib. 151; the Adonis, 5 Rob., 261; the Mars, 6 Rob., 88; U. S. *vs.* the Malek Adhel, 2 How., 234.) The testimony of the master *in preparatorio* is characterized by a manifest desire and attempt to suppress facts which must have been within his knowledge in regard to the character, contents, and ownership of the cargo, and we also think, by a more serious feature of wilful falsification of the truth in regard to the relations of the passenger Caldwell, to that important part of the cargo, the specie, and all such suppression and falsification must have been intended by him to mislead and deceive the court with respect to the nature of the case under adjudication.

Such conduct will subject the *vessel* to condemnation.

The Fortuna, 3 Wheaton, 245.

That the master had special knowledge of the specie on board the vessel, a fact testified to by the *mate*, (Rec., p. 11,)

and of the connection of Caldwell herewith, cannot be doubted, especially, as he was not only master, but *part owner* of the vessel. (Rec., p. 8.)

2. The conduct of the master may be held to enure to the condemnation of the vessel, independently of the considerations which affect the cargo; but whether it should be held to have that effect or not, there can be no doubt that the vessel will be subject to condemnation, under the principles adopted in the *Bermuda* and *Springbok*, if the cargo should be presently or ultimately held liable to confiscation.

Sixth Point.

There was undoubtedly *probable cause* for the capture, whether the court should affirm or reverse the decree of restitution, and the captors were, therefore, entitled of right to an exemption from damages.

The Appollon, 9 Wh., 372.
The Isabella Thompson, 3 Wallace, 155.
The Springbok and cargo.

Seventh Point.

The captors should be allowed, at all events, their costs and expenses, as the case was one of such strong and vehement suspicion as not only justified the capture, but rendered it the imperative duty of the captors to bring the property in for adjudication.

The Appollon, 9 Wh., 372.

HENRY STANBERY,
J. HUBLEY ASHTON,
For United States.
C. EAMES,
For Captors.

Wm. C. Bryant & Co., Printers, No. 41 Nassau St., cor. Liberty, N. Y.

Supreme Court,

OF THE UNITED STATES.

The United States, Libellants and Appellants, *vs.* The Brig Dashing Wave and her Cargo, including two boxes of Specie, of which F. de Lizardi & Co. are Claimants.	No 101.

Brief of Claimants, F. de Lizardi & Co.

Statement.

The British brig *Dashing Wave* sailed as a general ship with a full cargo, put on board by sundry shippers in England, consigned to sundry merchants of Matamoras, in Mexico, from Liverpool, on the 10th September, 1863, and having reached her destination and been at anchor for some days off the mouth of the Rio Grande, was boarded by naval officers from the United States gunboats *Owasco* and *Virginia*, and sent in to New Orleans, where she was libelled as prize of war in the United States District Court:

Bulk had not been broken of her cargo when she was captured, and vessel and cargo were in the same condition in all respects as when she left Liverpool.

Her voyage was for Matamoras, and she had pursued it

without deviation or making any intermediate port, and after arrival at her destination and coming to anchor, nothing had been done towards landing or unloading her cargo, before her capture.

All the documents of the vessel and cargo were on board and were made part of the proofs *in preparatorio.* They exhibit an indisputable and unsuspected neutral ownership of vessel and cargo throughout, and a voyage from one neutral port to another, planned and performed upon the ordinary motives of commercial interest.

The captain was a British subject and was part owner of the vessel, and both he and his co-owners, also British subjects, had no interest in the cargo.

The various shippers by the vessel had no interest in her, and the various consignments were all addressed to mercantile houses in Matamoras.

The vessel had not been in the trade before, and her return voyage was, according to the shipping articles, from Matamoras "to any ports and places in the Gulf of Mexico, North and South America, and Atlantic Oceans, thence to a port for orders, and to the Continent of Europe, and back to a final port of discharge in the United Kingdom; the term not to exceed twelve months."

Rec., fol. 78.

The captain's expectation was that after discharging cargo at Matamoras, the vessel would go to Vera Cruz for a charter for carrying mahogany to any port he could get a charter for.

Rec., fol. 33.

There was no contraband cargo on board, as was declared by the witnesses examined *in preparatorio*, as appears upon the manifest, and as was shown by the inspection of the cargo itself, which was all unladen by the Prize Commissioners at New Orleans.

Capt. Rive, fol. 32.
Philip Dean, fol. 42.
John Eyre, fol. 54.
Manifest, fol. 80.
Account sales of cargo, made at New Orleans.
Supp. Rec., fols. 6 to 14.

The vessel, neither on this voyage, nor at any time, had made for, or attempted to enter, a blockaded port.

Capt. Rive, fols. 29, 33.
Philip Dean, fols. 44, 48.
John Eyre, fols. 58 62.

The ground or cause of capture is stated by Captain Rive, as follows: "We were captured upon suspicion of having contraband goods on board." (Fol. 21.)

Philip Dean says: "From what I heard Captain Brown say to our captain, I understood we were captured because we had three or four cases of quinine on board, and which was specified on the manifest of the ship." (Fol. 35.)

Lieut. Henry, commander of the *Owasco*, the capturing vessel, in his letter to the District Judge, says: "I seized her because among the cargo there were blankets, boots and shoes, and a quantity of medicine, a number of cases of which contained quinine." (Fol. 96.)

An examination of the manifiest, and of the cargo, shows that there were no boots and shoes on board; that out of 1429 packages of which the cargo was made up, there were only *five* bales of blankets, and that there was a single consignment of medicines, viz.: five cases magnesia, six cases of castor oil, five cases of quinine, and single packages each, of rhubarb, Dover's powder, citric acid, opium, blue pills, chloroform and calomel, and two packages of camphor.

Manifest and account sales *ut supra.*

There were two boxes of specie on board, set forth in the manifest as follows: "F. D. L. C. Weight unknown, 2 boxes specie; shippers F. de Lizardi & Co, Consignee J. San Roman."

Rec. foot of page 29.

The bill of lading of this specie states the contents of the boxes to "be six thousand sovereigns each—all British property," and shows Francisco de Lizardi & Co., of Liverpool, as shippers, "in and upon the good ship or vessel called the *Dashing Wave*, whererof John Rive is master, for this present voyage, and now lying in the Port of Liver-

pool and bound to Matamoras, Mexico" " to be delivered in like good order and condition at aforesaid port of Metamoras, to Sr. D'n Jose San Roman or to his assignees." (Fol. 109.)

It appears by the proofs *in preparatorio* that all the documents of vessel and cargo remained in the same state at the time of the capture, as when the vessel sailed; and that they were all taken possession of by the captors and were produced to the Court.

Capt. Rive, fol. 28.
Philip Dean, fol. 43.
John Egre, fol. 57.
Report of River Master, fol. 16.

It also appears, that the cargo was to have been delivered at Matamoras, and to the various consignees, them and not otherwise, nor to any other use.

Captain Rive, fol. 25, 27.
Philip Dean, fol. 40, 41, 45, 48.
John Egre, fol. 61.

Upon the vessel and cargo being libelled as prize of war, the master intervened for vessel and cargo and made claim to the whole as belonging to neutral owners, and demanded restitution with damages, demurrage, cost and expenses, supporting the claim with his test oath.

Rec. fol. 63, 64.

F. de Lizardi, & Co. appeared as claimants of the specie by P. H. Morgan as attorney, asserting their title as sole owners.

Rec. fol. 67–8.

Subsequently, Avendano Bros., a commercial firm of New Orleans, having received from J. San Roman a, special endorsement of the bill of lading of this specie, intervened with a claim for F. de Lizardi & Co. for the specie, annexing the bill of lading and assignment to their claim.

Rec., fol. 106 to 110.

Upon motion of the District Attorney and on opposition

of the claimants, the captors were allowed further proof "touching the facts as to whether the vessel was in American waters or not when taken, and as to the character of her cargo upon her voyage to Matamoras and when taken."

Rec., fol. 105.

The captors gave further proof as to the place of capture, but the record does not show any further proof as to the character of her cargo.

Rec., fols. 118, 121, 127, 132.

A decree was made June 16, 1864, "that the libel be dismissed, and that the vessel and cargo be restored to the claimants."

fol. 133.

Subsequently, and on June 3, 1865, the Court made a further decree "that the costs and charges consequent upon the capture be paid by the claimants, and that damages be refused."

Supp. Rec. 32.

The costs and disbursements were taked at $12,122.20.

Supp. Rec., fol. 44.

The United States appealed from the decree of June 16, 1864' and F. de Lizardi & Co. appealed from the decree of July 3, 1865, and the cause comes on in the Supreme Court upon these appeals.

Rec., fol. 134.

Supp. Rec., fol. 33.

POINTS.

First Point.—That the voyage and commercial enterprise of the *Dashing Wave* with her cargo were wholly within lawful neutral commerce, is most evident, and upon the most satisfactory grounds of determination.

I. It is apparent that the vessel and cargo, and the full documents of both, and all *persons*, that at any time before the capture and during the voyage had been on board, came into the hands of the captors.

It is apparent, therefore, that the papers of the vessel and cargo without concealment or spoliation, and the ships company, including passengers, without evasion or exception, have been brought within the jurisdiction and actual control of the Prize Court, and that neither surmise nor imputation can be indulged in at the expense of the claimants from the absence or incompleteness of proofs.

The proofs are all present, and are unequivocal, uncontradicted and plenary.

II.—The Court below having allowed, (however irregularly), the captors, against the opposition of the claimants, to give further documentary proof "as to the character of her cargo upon her voyage to Matamoras and when taken," and the captors having given no further proof upon that point, it is impossible to doubt or distrust the sufficiency or the sincerity of the evidence.

III.—Upon this evidence,

The VESSEL was a neutral carrier of general cargo from Liverpool to Matamoras, on freight, without charter, with no connected project of a return voyage, her owners having no interest in the cargo, and the shippers having no interest in the vessel.

The CARGO was neutral property, not contraband of war, unconnected in ownership as to the different shipments or consignments, deposited in a general ship, upon simple contracts of affreightment with the respective shippers, to be conveyed and delivered at the neutral port of Matamoras.

The project of the VOYAGE had never included, nor had its prosecution even attempted, a violation of blockade, nor any deviation or double or doubtful purpose. It had been pursued in a straight course from weighing anchor at Liverpool to dropping anchor at the mouth of the Rio Grande, in the presence of our naval squadron.

IV.—Upon this state of the proofs the vessel and cargo should have been restored to the claimants and the captors condemned in damages and costs.

"Neutral trade is entitled to protection in all courts. Neutrals in their own country may sell to belligerents whatever belligerents choose to buy.

"So, too, except goods contraband of war, or conveyed with intent to violate a blockade, neutrals may transport to belligerents, whatever belligerents may agree to take. And so, again, neutrals may carry in neutral ships, from one neutral port to another, any goods, whether contraband of war or not, if intended for actual delivery at the port of destination. and to become part of the common stock of the country or of the port."

The Bermuda, 3 Wall. 557.

"To prevent misapprehension I think it proper to say that I do not question that trade may be lawfully carried on between one neutral port and another, even in goods contraband of war. However detrimental may be the bringing of such articles to the immediate vicinity of the enemy's country so as to facilitate the running of the blockade, still if *the voyage* is really to terminate at a neutral port, it cannot be interrupted."

Sprague J. The Lilla.
25 (15. U. S.) Law Rep., 92
S. C. 2 Sprague's Decisions.

Second Point.—That the circumstances of the war had made Matamoras an important and profitable mart for commerce both of importation and exportation, and that this fact might have induced the owners of the *Dashing Wave* to put her up for freight as a general ship, and the same fact may have attracted some of the various and separate adventures and consignments to Matamoras of the respective shippers,—all this not only does not disparage, but really vindicates, the lawfulness of the commerce under consideration.

The same influences attracted similar commercial voyages from New York and other loyal ports, and the vessels were as regularly and as openly cleared for this destination as for any other. Indeed, it is not too much to say that it was the policy of our Government to favor really neutral commerce, which should extricate cotton without introducing contraband, for various public reasons of the highest importance.

Third Point.—The claimants, F. DE LIZARDI & Co., in respect of their shipment of specie, are free from any possible imputation or criticism.

I. If any portion of the cargo of the *Dashing Wave*, either as contraband or as of ultimate destination for the enemy, (of which, to be sure, there seems to be no indication), should be brought into suspicion, this would not affect the independent and unconnected shipment of F. de Lizardi & Co.

II. It cannot be pretended that *specie*, by any rule or usage of the law of nations, is contraband of war, even if a destination to the enemy were proved.

III. There is not the least support for a surmise, even, that the consignment was not, absolutely and sincerely, what the documents show it to be, viz.: from the

shippers, Lizardi & Co., to J. San Roman, of Matamoras, there to be employed as the means of commercial transactions entrusted to their consignee.

IV.—It must not be forgotton that the opportunity for further proof has been asked for and obtained by the captors, and no damnatory evidence has been produced by them.

V. It is not perceived that any question of *enemy property* arises upon the special employment or application of this capital, indicated in the correspondence between F. de Lizardi & Co., and H. N. Caldwell, and between F. de Lizardi & Co. and J. San Roman.

VI. This correspondence certainly confirms the integrity of the transaction of the consignment of the specie, and its employment as destined to the actual and active care of the commercial house at Matamoras, to which it was addressed, and in the commerce of that place.

VII. That this money might be applied by the consignee J. San Roman, under his instructions from, and accountability to, F. de Lizardi & Co., to trade in cotton, and for account of H. N. Caldwell, seems wholly insignificant in its bearing on the question of prize or no prize.

Trade in cotton at Matamoras was wholly lawful, no matter what the origin, or who the vendor of the cotton.

Nothing appears to expose Caldwell, or his connection with or interest in the possible transactions in which the specie might be used, to any other construction or consequences than would apply to F. de Lizardi & Co.

VIII. But that the specie was, at the time of the capture, the property of F. de Lizardi & Co., and was to be dealt with by their consignee, F. San Roman, as such is clear upon the evidence.

At the utmost, if any doubt that could affect the question of restitution, should be interposed, it would need the light of *further proof* to carry any such consequences.

Fourth Point.—The capture was wholly unjustifiable, and the restitution decreed should have been attended with damages and costs.

I. The innocence of the vessel and her voyage and cargo, was apparent upon visitation, and there was no justification for suspicion or surmise to their prejudice.

II. The sole alleged ground of capture, viz., the presence of *five* bales of blankets and of a few cases of the ordinary drugs, both as suitable as possible to a strict Mexican trade, in this assorted cargo, shows only the ignorance or rashness of the captors.

III. When captors thus intercept an open prosecution of an apparently lawful trade, and visitation exhibits every trait of honest neutrality, and the commerce thus indicated is not only lawful, but is constantly engaged in by our own vessels, the integrity of the Prize Courts demands the infliction of damages and costs as a check to the speculative cupidity of captors.

IV. The features of this case are not distinguishable from those of the "Magicienne," intercepted in her voyage to Matamoras, and brought into Key West She was promptly restored, the diplomatic claim for damages immediately recognized, and upon adjustment paid by authority of an Act of Congress.

Diplomatic Correspondence, 1863, Part 11, pp. 511, 513, 565, 587, 588, 636.
St. Vol. XIII, p.

Fifth Point.—As regards the regularity of the cross-appeal of the claimants from the decree of July 3, 1864, charging the claimants with "the costs and charges consequent upon the capture and refusing them "damages," it is apparent that no *final disposition* of the cause in the Court below had been made until this decree was entered.

The appeal of the United States from the unperfected sentence of the Court below was, strictly, premature. But this final decree may be treated as, *nunc pro tunc*, appended to the earlier decree from which the United States appealed and, thus, that appeal sustained, and the appeal of the claimants stand as a cross-appeal from the portion of the decree prejudicial to them.

Sixth Point.—The original decree of restitution is prefaced by the learned Court below, thus: "For the reasons now orally assigned by the Court, and which shall be reduced to writing hereafter, it is ordered," &c.

This judicial promise has remained unfulfilled, except so far as light is thrown upon the grounds of the first sentence by the tenor of the later decree, which provides as follows: "The result of the whole testimony satisfied the mind of the Court that the *Dashing Wave* was captured where anchored, south of the line divididing the waters of the Rio Grande, and where, therefore, she was in neutral waters.

"On that ground the Court decreed her restitution, but entertaining grave doubts as to the object of her voyage—so grave indeed, that, but for this consideration, that she was captured in neutral waters, the Court would have decreed her condemnation—it is now ordered and decreed that the costs and charges, consequent upon the capture, be paid by the claimants, and that damages be refused."

As an inspection of the evidence will show, that the place of capture was *not* within neutral waters, it is apparent that these observations as to the *ground* of the decree of restitution are, by confusion with some other case,

Supreme Court of the United States.

No. 101.

THE UNITED STATES

vs.

THE BRIG DASHING WAVE AND CARGO.

BRIEF FOR CLAIMANT.

WILLIAM MARVIN, *Counsel for Claimant.*

New-York:
JOHN W. AMERMAN, LAW PRINTER,
No. 47 CEDAR STREET.

1867.

Supreme Court of the United States.

THE UNITED STATES
vs.
The Brig DASHING WAVE and CARGO.

This vessel, sailing under the British flag, commanded by John Rive, of Liverpool, and registered as a British vessel, owned by George Asplit, Philip Hog Dean and John Rive, at the Custom House in Jersey, sailed from Liverpool, with a general cargo on board, on the 10th September, 1863, on a voyage to Matamoras, and was captured with her outward bound cargo on board, off the mouth of the Rio Grande, on the 5th of November, by the United States steamers Virginia and Owasco, and carried to New-Orleans for adjudication.

The master claims the brig and cargo for their respective owners, and avers in his affidavit to the claim, "that the vessel and cargo did belong, prior to and at the time of capture, and still do belong, and if restored will belong, to neutral owners.

See Claim, p. 17.

P. H. Morgan interposed a claim in the court below as attorney for and in behalf of Francisco de Lizardi & Co., of London, to several packages of coin, amounting to the sum of £12,000. (Page 18.)

Messrs. Avendano Bros., of New-Orleans, also claim the

two boxes of sovereigns, amounting in value to £12,000, for and on behalf of Messrs. Francisco de Lizardi, of England, who shipped the same to Jose San Roman, of Matamoras, the latter endorsing the bill of lading to Messrs. Avendano Bros.

See the claim and bill of lading, top pages 39, 40.

A claim is also interposed on behalf of Victor Garcia, of Tampico, and Don Francisco de la Maza, of Catorce, in Mexico, for one hundred and forty-five packages of machinery, by Messrs. Avendano Bros., of New-Orleans, who state in their claim that the claimants are residents of Mexico, and absent from the State of Louisiana.

See claim, at bottom of pages 40–1.

It appears from the record, pages 3 and 4, that four packages, under the official seal of the Packet Letter Office, in Liverpool, were ordered to be delivered to the Consuls of the respective nations, to be opened by them. The Consuls at New-Orleans refused to accept them, and the clerk, it appears, sent them to the Secretary of State.

The agreement with the crew, found at top of pages 22–3, states the voyage to have been from Liverpool to Matamoras, thence, if required, to any ports or places in the Gulf of Mexico, North and South America and Atlantic Ocean, thence to a port for orders, and to the continent of Europe, if required, and back to a final port of discharge in the United Kingdom, the time not to exceed twelve months.

The ship's certificate of registry is found at top of page 34, and shows that the vessel is owned by George Asplit, Philip Hog Dean and John Rive, of Jersey, and is registered in the Custom House at that place.

The manifest of the cargo, found at top of page 27, shows a general cargo, shipped from Liverpool to Matamoras. The clearance of the Mexican Consul at Liverpool, page 35, shows the same fact.

The depositions taken *in preparatorio* show that the vessel was built and is owned in Jersey, England, and was commanded by John Rive, born in Jersey, but resident in Liverpool. The crew were all Englishmen but one, who was a Dutchman. The vessel sailed from Liverpool on the 10th of September, having on board a general cargo, and was captured on the 5th of November, while lying at anchor off the mouth of the Rio Grande, with the same cargo on board. The vessel was not under a charter-party, but was put up and advertised as a general ship. The captain deposes that he does not know the names of the loaders; they are too many to remember. He says there were nineteen bills of lading, all taken possession of by the boarding officer who captured the vessel. Nor does he know the names of the consignees. The cargo consisted principally of baled goods and machinery. The cargo, he says, was to have been delivered at Matamoras, and he believes it was for Mexican use. The captain further deposes, (Int. 35, page 9:) "All the papers on board are entirely true and fair. I know of no circumstance to affect their credit." There were three passengers on board: a gentleman, his wife and their servant, going to Monterey, in Mexico. In answer to the sixteenth interrogatory, (top page 8,) the captain says, that "the cargo was assigned to whoever I thought proper to give the business to." His answer was either misunderstood by the commissioners, or he did not understand the interrogatory. He plainly meant to be understood as saying, that the vessel, or the business of the vessel, would be consigned to whomsoever he should think best to give the business when he arrived, as is plain from the answer of Philip Dean, a son of one of the ship-owners, to the same interrogatory, who says, (page 11, at the bottom:) "It was optional with the captain to consign the vessel to whoever would give the best freight homeward. They intended to consign her to San Roman, of Matamoras." Philip Dean, a son of the managing ship-owner, says, that the real and true destination of the Dashing Wave was Matamoras, where her cargo was to have been landed. He says, also, (Int. 19, page 12,) the ship was advertised in

Liverpool for Matamoras, taking no contraband of war. "She was advertised in this way, and cards were sent round to the different shippers containing that clause." He says, "some twenty parties were the owners of the goods. I can only name the party whom the money belonged to, to wit, Messrs. F. De Lizardi & Co., of London. I heard at Liverpool that these gentlemen were going to ship this money, and saw them call at our office, P. H. Dean & Co., in regard to the freight and shipping of the same." The mate says, in answer to the thirty-ninth interrogatory: "The Dashing Wave's intention was to discharge her cargo at Matamoras. During the whole voyage, I heard them talk of no other place than Matamoras as her port of destination." I am not aware that she carried any goods contraband of war, or otherwise prohibited by law.

The transcript of the record contains a stipulation, signed by the district attorney and the proctor for the claimants, agreeing that the log and cargo books, the bills of lading, invoices and accounts relating to the various goods shipped to consignees at Matamoras, may be transmitted to this court in the originals. These, consequently, are not found in the original printed record. But the bills of lading, invoices, letters and other papers, so transmitted to this court in the originals, have been copied, and by the consent of the counsel in this court have been printed as an *addendum* to the record, and are now before the court.

The *addendum*, or additional record, shows bills of lading, invoices, consular certificates, letters, &c., found on board the vessel, as follows:

Bill of lading, wherein John Meek, of Liverpool, consigns to Droege, Oertling & Co., of Matamoras, thirty-two cases, sixty-eight bales merchandise; two hundred and fifty bundles iron; sixteen bars iron; two cases samples, accompanied by an invoice, letter of advice and Mexican Consul's certificate.

Bill of lading, wherein John Meek, of Liverpool, consigns to Droege, Oertling & Co., of Matamoras, one hundred and seventeen bales, twenty-eight cases, one keg, two cases, one bale merchandise, and one parcel samples, accompanied by an invoice, letter of advice and Mexican Consul's certificate.

Bill of lading, wherein W. White, of Liverpool, consigns to Senor Don Francisco Armendaiz, of Matamoras, one hundred and thirty-one pieces, seven cases, four kegs, three barrels, comprising one boiler and its fittings, with other mining machinery, accompanied by an invoice of the shipment. Bought of Harvey & Co., Hayle Foundry, Cornwall, England, for the Mineral de Catoro Mines, Mexico, amounting to £452 4s. 11d. Also, an inventory of the weight of the shipment, dated at the Foundry, Hayle, 22d August, 1863; also, a drawing of the fittings of the mining machinery, dated August 1st, 1853, signed Harvey & Co., and a Mexican Consul's certificate.

Invoice of forty-five cases merchandise, shipped by W. C. Harkins, consigned to J. San Roman, of Matamoras, accompanied by a letter of advice from W. C. Harkins to J. San Roman, dated at Liverpool, August 21st, 1863, as follows:

"Dear Sir: I ship you by the brig Dashing Wave, forty-
"five cases of merchandise, as per enclosed bill of lading, to
"be sold in your market.

"I expect to be there about the time of their arrival or
"shortly after; but should any unforeseen circumstance
"prevent my arrival by the 1st of December next year, you
"will please dispose of the goods and remit the proceeds to
"the care of Samuel Baker, No. 2, India Buildings, Liver-
"pool.

"Yours very respectfully,

"(Signed,) W. C. HARKINS."

Also, an invoice of weights of shipment and Mexican Consul's certificate.

Bill of lading, wherein John Meek, of Liverpool, consigns to Messrs. Burchard's successors, of Matamoras, eighty-five bales, fifteen cases, one case samples, merchandise, accompanied by an invoice of weights and description of the shipment, dated Manchester, England, August 28th, 1863, signed by Richard Simpson.

Also, a letter of advice, dated Liverpool, 31st August, 1863, from the shipper, John Meek, addressed to Burchard's successors, advising said firm of the shipment of one hundred packages of goods, and one parcel, at request of R. Simpson, Manchester.

Also, a letter from Richard Simpson, of Manchester, dated August 28th, 1863, advising Burchard's successors that this shipment was consigned to them, "for account of Messrs. "Simpson & Pitman, of San Luis Potosi."

Also, a note of contents of each package, and Mexican Consul's certificate.

Bill of lading, wherein E. Frodsham & Hardman, of Liverpool, consign to Messrs. Milmo & Co., of Matamoras, for account of Joseph Walsh, Esq., of Monterey, three hundred and two bales, fifty cases, merchandise, and one case samples, accompanied by a letter of advice from Stavart Zigomala & Co., Manchester, dated August 1st, 1863.

Also, an invoice of the shipment, which amounts to £9,748 3 2.

Also, a copy of an account for charges incurred upon shipment, dated Liverpool, July 29th, 1863. "Messrs. Stavart "Zigomala & Co., Manchester, to E. Frodsham & Hardman, "Drs.," for charges upon shipment to Matamoras, including freight, £163 1 6; carriage, £16 19 3; custom dues, £13 2 6; receipt, 18s.; bill of lading, 2s.; commission, £17 12; amounting to £211 15 3.

Also, master's receipt for two parcels, addressed to Joseph Walsh, Esq., Monterey, care of Milmo & Co., Matamoras.

And Mexican Consul's certificate.

Bill of lading, wherein Francisco de Lizardi & Co., of

Liverpool, consign to Sr. Don Jose San Roman, of Matamoras, "two boxes, said to contain six thousand sovereigns "each, all British property," accompanied by an invoice of the two boxes, containing each six thousand sovereigns. Total value, twelve thousand pounds sterling. Dated Liverpool, September 1st, 1863. Signed, F. de Lizardi & Co., per Thos. Hibbert.

Also, copy of a letter from H. N. Caldwell, of the firm of Caldwell & Poole, dated London, August 17th, 1863, addressed to Messrs. F. de Lizardi & Co., London; and a copy of the answer to said letter, dated August 18th, 1863, relating to shipment of £12,000 gold. Also, two letters in Spanish, and Mexican Consul's certificate.

Consular invoice of one hundred and six packages shipped by Leech, Harrison & Forwood, of Liverpool, consigned to Messrs. Burchard & Co.'s successors, Matamoras, dated Manchester, August 4th, 1863, signed B. Liebert, accompanied by letter of advice from Leech, Harrison & Forwood, Liverpool, addressed to Messrs. Burchard & Co.'s successors, Matamoras.

Also, mate's receipt for one parcel patterns, to go in vessel's cabin. And Mexican Consul's certificate.

Bill of lading, wherein Griffith & Co., of Liverpool, consign to Burchard & Co.'s successors, Matamoras, one case patterns, accompanied by a letter of advice, dated Liverpool, August 5th, 1863, signed Griffith & Co.

Bill of lading, wherein Lemonius & Co., of Liverpool, consign to C. F. Jenny, Esq., of Matamoras, one case cotton cards, accompanied by letter of advice.

Also, duplicate of a former letter.

Also, invoice of charges, and Mexican Consul's certificate.

Bill of lading, wherein Brown, Shipley & Co., of Liverpool, consign to Messrs. Schoenian & Dresel, of Matamoras, one cask hardware, accompanied by a letter of advice.

Bill of lading, wherein McDowell & Hallidays, of Liverpool, consign to Messrs. Hale & Co., of Matamoras, sixteen cases merchandise, one box and one parcel of samples, accompanied by a letter of advice from the shippers to the consignees.

Also, two declarations of neutral ownership, made by O. B. Graham, of Belfast, Ireland, before justices of the peace; stating also the contents of the packages to be linen damask napkins, sheeting, shirting, cambric handkerchiefs and huckaback towels.

Also, specification of weights, and Mexican Consul's certificate.

Bill of lading, wherein McDowell & Hallidays, of Liverpool, consign to Messrs. Droege, Oertling & Co., of Matamoras, for account of Messrs. Lippman & Kopperl, Matamoras, fifty coils Manilla rope, accompanied by letters of advice from McDowell & Hallidays to Droege, Oertling & Co. and Kopperl & Lippman, of Matamoras.

Also, invoice of cost and weight of shipment, and Mexican Consul's certificate.

Bill of lading, wherein James Moss & Co., of Liverpool, consign to Messrs. Jonas Marks & Co., of Matamoras, two packages merchandise, accompanied by letter of advice.

Also, invoice of description of goods, and Mexican's Consul's certificate.

Master's receipt for parcel addressed to Messrs. Hale & Co., of Matamoras, shipped by Frodsham & Hardman, of Liverpool.

Letter of advice from Richard Simpson, of Manchester, addressed to Burchard & Co., Matamoras, informing them of the shipment of one hundred packages, per Dashing Wave, accompanied by Mexican Consul's certificate.

Letter of advice of one case patterns, shipped by Gustave

Hardaus, of Birmingham, consigned to Burchard's successors, of Matamoras, accompanied by an inventory of the goods.

Bill of lading, wherein McDowell & Hallidays, of Liverpool, consign to J. W. Jockusch, Esq., of Matamoras, fifty coils rope, one case hardware, and one parcel samples, accompanied by an invoice.

Bill of lading, wherein the owners of the Dashing Wave consign to order forty-five tons of coal.

List of freight payable at Matamoras, with names of shippers and consignees, and amount each is to pay on the vessel's arrival. Total amount, £431 17 4.

Letter of introduction in favor of Mr. Dean, from Messrs. Burnett & Kiddof, of Liverpool, addressed to J. McQuinn, Esq., of Matamoras, stating that Mr. Dean goes out in a vessel belonging to his father.

On the 25th January, 1864, (page 39,) the court below, on the application of the captors, "ordered further proof to be taken touching the facts as to whether the vessel was in American waters or not when captured, and as to the character of her cargo upon her voyage to Matamoras and when taken."

The further testimony taken under this order consists of the deposition of Edward A. Terrell, (page 43,) who was acting master of the steamer Owasco, one of the capturing vessels, and the deposition of N. A. Blume, ensign on board the Virginia, the other capturing vessel. (Page 43.)

Edward A. Terrell testifies: "The Dashing Wave was captured by the Owasco, on the 5th November, 1863, at about 5 P. M. I went on board the prize the next day. She was not moved after the capture, before I went on board of her. She was in American waters. She bore next day, that is, the day on which I went on board, southwest by west, by the

compass ¾ west. She had not been moved from the time of the capture to the moment I took the bearings." When the witness says she bore southwest by west ¾ west, if he means that she bore in this direction from the mouth of the river, then he places the vessel at the time of capture on the land in Mexico.

N. A. Blume, (pages 43 and 45,) says, "the Dashing Wave was captured between four and five o'clock. She was in American waters, from 1¼ to 1½ miles, and bore west southwest, magnetic, from the mouth of the river at the time of capture." This testimony distinctly locates the vessel on the land in Mexico.

On the 16th June, 1864, the court ordered and decreed the libel to be dismissed, and the vessel and cargo restored to the claimants. (See decree, page 47.) From this decree the District Attorney appealed.

On the 3d June, 1865, the court made a further decree, (see supplemental record, page 16, "that the costs and charges consequent upon the capture be paid by the claimants, and that damages be refused." From this decree the claimants appealed, and both appeals are now before the court.

Point I.

We claim that the decree dismissing the libel and restoring the vessel and cargo to the claimants ought to be affirmed, and the vessel and cargo restored. Because,

1st. There is no ground upon which the vessel or cargo can be condemned, unless it appears that the property is enemy's property, or that the vessel was engaged in carrying contraband to the enemy, or that the vessel or cargo were engaged in breaking the blockade. The vessel was not engaged in carrying contraband to the enemy, for there was no contraband on board, and the cargo was destined to a neutra port. Neither the vessel nor cargo was engaged in breaking blockade, for no blockade existed at the mouth of the Rio

Grande at the time of the capture. From the deposition of the mate, (Int. 5, page 14,) it appears that there were plenty of ships in the harbor when the Dashing Wave was captured. The deposition of John Johnson, master of the schooner Jenny, a case now before the court, shows that on the 6th of October, the day that vessel was captured, about fifty vessels were in sight. The records of the Custom House in New-York show that 82 vessels cleared from that port alone for Matamoras, between the 1st October, 1862, and the 21st October, 1863. The report of the Secretary of the Treasury upon commerce and navigation shows that during the fiscal year 1863 there were imported into the United States from Mexico 6,419,254 pounds of unmanufactured cotton, in 1864, 15,790,842 pounds. All this commerce was carried on, through the mouth of the Rio Grande, with the knowledge and consent of the government, and in the presence of the United States vessels of war. There was no blockade in fact. Nor had the Government of the United States a right to blockade the mouth of the Rio Grande so as to interfere with trade with Mexico. No case can be found where any nation has attempted to blockade the mouth of a river owned on one side by neutrals. If the enemy is in possession of *both* sides of the mouth of a river, then the mouth of the river may be blockaded and the commerce of neutral towns above may thereby be cut off; not otherwise.

Point II.

The bills of lading, invoices, manifest of cargo, clearances, Mexican Consul's certificate, and depositions of master and mate, and of Philip Dean, a son of one of the ship-owners, all show that the vessel and cargo are neutral property, and that the cargo was destined to the neutral port of Matamoras, and not elsewhere. There is no evidence of the existence of any enemy interest in either ship or cargo, and the court will not presume such interest to exist in a trade between one neutral port and another.

Point III.

The vessel was captured in the neutral waters of Mexico, and, therefore, the capture was illegal. But if this should be doubted, and it should be determined that she was captured in American waters, then we say that anchoring or sailing in American waters is, in itself, no cause of forfeiture, either under any principle of international law or under any act of Congress. The Rio Grande and the waters leading into and from it are common to the use of both Mexico and the United States, and their use has not been prohibited to neutrals.

The Schooner Fame, 3 *Mason*, 147.
5 *Wheaton*, 374.

Point IV.

The ship and cargo ought to be restored to the claimants, who can settle their respective interests among themselves, and the claimants ought to be adjudged to be entitled to damages for the capture and detention, and the cause remanded to the court below to assess the damages.

Wm. Marvin,
Counsel for Claimants.